

**CITY OF NEWTON  
PURCHASING DEPARTMENT**

***CONTRACT FOR PUBLIC WORKS  
(M.G.L. Ch. 30, Sec. 39m)***

**PROJECT MANUAL:  
RECLAMATION & REPAVING OF BENCLIFFE CIRCLE  
*INVITATION FOR BID #10-04***

**JULY 2009**

**David B. Cohen, Mayor**

# CITY OF NEWTON, MASSACHUSETTS

## PURCHASING DEPARTMENT

[purchasing@newtonma.gov](mailto:purchasing@newtonma.gov)

Fax (617) 796-1227

August 6, 2009

## ADDENDUM #1

### INVITATION FOR BID #10-04

### RECLAMATION & REPAVING OF BENCLIFFE CIRCLE

THIS ADDENDUM IS TO: **Answer the following Question:**

Q1. Is there a MHD Prequal Certificate of Approval required for the Bencliffe Circle bid #10-04?

**A1. No Prequalification Certificate is required for this project.**

All other terms and conditions of this bid remain unchanged.

**PLEASE ENSURE THAT YOU ACKNOWLEDGE THIS ADDENDUM ON YOUR BID FORM**

Thank you.

Brianne Donohue

*Acting Department Head*

## CITY OF NEWTON

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**CITY OF NEWTON  
PURCHASING DEPARTMENT  
INVITATION FOR BID #10-04**

The City of Newton invites sealed bids from Contractors for the

**RECLAMATION & REPAVING OF BENCLIFFE CIRCLE**

**Bids** will be received until: **10:00 a.m., on August 13, 2009**

at the Purchasing Department, Room 204, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459. Immediately following the deadline for bids all bids received within the time specified will be publicly opened and read aloud.

The work of this contract consists of but is not limited to: A reconstruction of existing 650' x 29' bituminous roadway pavement surface.

Specification Documents will be available on line at [www.ci.newton.ma.us/bids](http://www.ci.newton.ma.us/bids) or pick up in the Purchasing Department after 10:00 a.m., **on July 30, 2009. Drawings must be obtained at the Purchasing Department.** There will be no charge for contract documents. **Bids must be submitted with one ORIGINAL and one COPY.**

All bids must be accompanied by a bid deposit in an amount that is not less than five percent (5%) of the value of the bid, including all add alternates.

All bids are subject to the provisions of M.G.L. Chapter 30, Section 39M. **Wages are subject** to minimum wage rates determined by the Massachusetts Department of Labor and Industries pursuant to M.G.L. Chapter 149, Sec. 26 to 27H. The schedule of wage rates applicable to this contract is included in the bidding documents. In addition, the prevailing wage schedule will be updated annually for all public construction projects lasting longer than one (1) year. You will be required to pay the rates set out in any updated prevailing wage schedule. Increases in prevailing wage schedules will not be the basis for change order requests. The successful bidder will be required to provide a Certificate of Insurance demonstrating current coverage of the type and amounts set forth in the Project Manual. The successful bidder will be required to furnish a **Labor and Materials Payment Bond in the amount of 50%** of the contract total.

**Time for completion of this project is 30 calendar days from the date of the Notice To Proceed.** Time is of the essence in the performance of the work of this contract. Bidders attention is directed to the time for completion stated in the Project Manual and the provisions regarding the assesment of liquidated damages for failure to complete the work within the time specified.

**Anticipated start date is: September 14, 2009. Time for Completion is: 30 Calendar days.**

Bidders attention is directed to the requirements of the City of Newton Supplemental Equal Employment Opportunity, Anit-Discrimination and Affirmative Action Program and also to the Minority/Women Business Enterprise Plan, December 1999, which is hereby incorporated into the Contract Documents.

Some City of Newton bids are available on the City's web site, [www.ci.newton.ma.us/bids](http://www.ci.newton.ma.us/bids), Invitation for Bid. It is the sole responsibility of the contractor downloading these bids to ensure they have received any and all addenda prior to the bid opening. Addenda's will be available online within the original bid document as well as a separate file. If you download bids from the internet site and would like to make it known that your company has done so, you may fax the Purchasing Dept. (617) 796-1227 or email to [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) with your NAME, ADDRESS, PHONE, FAX **AND INVITATION FOR BID NUMBER.**

The City of Newton's Purchasing Dept. will convert to an email notification system of all upcoming public bids effective July 1, 2009. If you wish to receive notification of bids, please email us your company information to [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov), otherwise you may view all City of Newton public bids online at [www.ci.newton.ma.us/bids](http://www.ci.newton.ma.us/bids).

The City of Newton reserves the right to waive any informalities in any or all bids, or to reject any or all bids, if it be in the public interest to do so.

CITY OF NEWTON

Re Cappoli  
Chief Procurement Officer

July 30, 2009

**CITY OF NEWTON**  
**DEPARTMENT OF PURCHASING**  
**INSTRUCTIONS TO BIDDERS**

**ARTICLE 1 - BIDDER'S REPRESENTATION**

- 1.1 Each General Bidder (hereinafter called the "Bidder") by making a bid (hereinafter called "bid") represents that:
1. The Bidder has read and understands the Contract Documents and the bid is made in accordance therewith.
  2. The Bidder has visited the site and is familiar with the local conditions under which the Work has to be performed.
- 1.2 Failure to so examine the Contract Documents and site will not relieve any Bidder from any obligation under the bid as submitted.

**ARTICLE 2 - REQUEST FOR INTERPRETATION**

- 2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the *Chief Procurement Officer*, at [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) or via facsimile (617) 796-1227. The City will answer such requests if received seven (7) calendar days before the date for receipt of the bids.
- 2.3 Interpretation, correction, or change in the Contract Documents will be made by Addendum which will become part of the Contract Documents. The City will not be held accountable for any oral instruction.
- 2.4 Addenda will be faxed or mailed First Class postage by the USPS, to every individual or firm on record as having taken a set of Contract Documents.
- 2.5 Copies of addenda will be made available for inspection at the location listed in the Invitation for Bids where Contract Documents are on file, in addition to being available online at [www.ci.newton.ma.us/bids](http://www.ci.newton.ma.us/bids).
- 2.6 Bidders downloading information off the internet web site are solely responsible for obtaining any addenda prior to the bid opening. If the bidder makes themselves known to the Purchasing Dept., at [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) or via facsimile (617) 796-1227, they shall be placed on the bidder's list. Bidders must provide the Purchasing Dept. with their company's name, street address, city, state, zip, phone, fax and **INVITATION FOR BID NUMBER# 10-04**.

**ARTICLE 3 - MBE PARTICIPATION**

- 3.1 By bidding on this project each Bidder certifies its intent to comply with the City of Newton Minority/Women Business Enterprise Plan dated December 1999 to further expand business opportunities for minority firms. A copy of this plan is incorporated in the Project Manual.
- 3.2 Bidders are advised that the City of Newton Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program is applicable to all construction contracts in excess of \$50,000.00. A copy of this program is incorporated in the Project Manual. A Contractor's Certification form must be signed by all successful low bidders prior as a condition of contract award. No contract shall be executed or valid unless the contractor has executed and submitted the Contractor's Certification. (see Attachment B to the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program.)
- 3.3 The awarded bidder shall, prior to the award of any sub-contract, obtain from each of its sub-contractors the Sub-Contractors Certification certifying the Sub-Contractor shall comply with the minority manpower ratio and specific affirmative action steps described in the Supplemental Equal Employment Opportunity Anti-Discrimination and

#### ARTICLE 4 - PREPARATION AND SUBMISSION OF BIDS

- 4.1 Bids shall be submitted on the "Bid Form" as appropriate, furnished by the City.
- 4.2 All entries on the Bid Form shall be made by typewriter or in ink.
- 4.3 Any quantities indicated on the Bid Form or elsewhere in the Project Manual or Drawings are estimates only and are given solely as a basis for the comparison of bids. The City does not by implication or otherwise guarantee them to be even approximately correct. The Contractor shall have no claim for additional compensation, or refuse to do the work called for, by reason of the actual quantities involved being greater or lesser by any amount than those called for in the proposal.
- 4.4 Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.
- 4.5 All proposals which contain abnormally high prices, or abnormally low prices, for any class of work, or those which contain unbalanced bidding in any form or manner may be rejected as informal.
- 4.6 Bid Deposits shall be submitted in the amount specified in the Invitation for Bids. They shall be made payable to the City of Newton and shall be either in the form of cash, certified check, treasurer's or cashier's check issued by a responsible bank or trust company, or a bid bond issued by a surety licensed to do business in the Commonwealth of Massachusetts; and shall be conditioned upon the faithful performance by the principal of the agreements contained in the bid.
- Bid deposits of the three (3) lowest responsible and eligible Bidders shall be retained until the execution and delivery of the Owner/Contractor agreement.
- 4.7 The Bid, including the bid deposit shall be enclosed in a sealed envelope with the following plainly marked on the outside:
- \* GENERAL BID FOR:
  - \* NAME OF PROJECT AND INVITATION NUMBER
  - \* BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER
- 4.8 Date and time for receipt of bids is set forth in the Invitation for Bids.
- 4.9 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder.
- 4.10 Be advised that a new Massachusetts law has been enacted that required all employees who work on Massachusetts public works construction sites must have no less than 10 hours of OSHA-approved safety and health training. See Chapter 306 of the Acts of 2004, which will become effective July 1, 2006.
1. This requirement will apply to any general bid or sub bid submitted on or after July 1, 2006 and to any contract awarded on or after July 1, 2006.
  2. This law directs the Massachusetts Attorney General to restrain the award of construction contracts to any contractor who is in violation to this requirement and to restrain the performance of these contracts by non-complying contractors.
  3. The contractor and all subcontractors on this project will be required to provide certification of compliance with this requirement. Non-compliance with this new Massachusetts Law will disqualify you from bidding on public contracts.

#### ARTICLE 5 - ALTERNATES

- 5.1 Each Bidder shall acknowledge Alternates (if any) in Section C on the Bid Form.
- 5.2 In the event an Alternate does not involve a change in the amount of the base bid, the Bidder shall so indicated by writing "No Change", or "N/C" or "0" in the space provided for that Alternate.

- 5.3 Bidders shall enter on the Bid Form a single amount for each Alternate which shall consist of the amount for work performed by the Contractor.
- 5.4 The low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

#### ARTICLE 6 - WITHDRAWAL OF BIDS

- 6.1 Any bid may be withdrawn prior to the time designated for receipt of bids on written or telegraphic request. Telegraphic withdrawal of bids must be confirmed over the Bidder's signature by written notice postmarked on or before the date and time set for receipt of bids.
- 6.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.
- 6.3 No bids shall be withdrawn for sixty days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

#### ARTICLE 7 - CONTRACT AWARD

- 7.1 The City of Newton will award the contract to the lowest eligible and responsible Bidder within sixty days, Saturdays, Sundays, and legal holidays excluded after the opening of bids.
- 7.2 The City of Newton reserves the right to waive any informalities in or to reject any or all Bids if it be in the public interest to do so.
- 7.3 As used herein, the term "lowest responsible and eligible Bidder" shall mean the Bidder (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (3) who, where the provisions of section eight B of chapter twenty-nine apply, shall have been determined to be qualified thereunder.
- 7.4 It is the purpose of the City not to award this contract to any bidder who does not furnish evidence satisfactory to the Chief Procurement Officer that he has the ability and experience in this class of work and that he has sufficient capital and plant to enable him to prosecute the same successfully and to complete it within the specified time and that he will complete it in accordance with the terms thereof.
- 7.5 Subsequent to the award and within five (5) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City a Contract in the form included in the Contract Documents in such number of counterparts as the City may require.
- 7.6 In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.

#### ARTICLE 8 - TAXES

- 8.1 The Bidder shall not include in this bid any tax imposed upon the sale or rental of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to complete the work.
- 8.2 The City is exempt from payment of the Massachusetts Sales Tax, and the Bidder shall not include any sales tax on its bid. The City's exemption Number is E-046-001-404.

**END OF SECTION**

**CITY OF NEWTON**  
**DEPARTMENT OF PURCHASING**  
**BID FORM# 10-04**

- A. The undersigned proposes to furnish all labor and materials required in accordance with the Contract Documents supplied by the City of Newton entitled:

**RECLAMATION & REPAVING OF BENCLIFFE CIRCLE**

for the contract price specified below, subject to additions and deduction according to the terms of the specifications.

- B. This bid includes addenda number(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,

- C. The proposed **BASE BID** price is:

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_).

*(The figure inserted above shall be the Total Contract Price as computed on the **BASE BID** Item Sheets attached hereto.)*

The proposed **ALTERNATE 1** price is:

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_).

*(The figure inserted above shall be the Total Contract Price as computed on the **ALTERNATE 1** Item Sheets attached hereto.)*

COMPANY: \_\_\_\_\_

- D. The undersigned has completed and submits herewith the following documents:

- ☐ Bid Form - signed, 2 pages
- ☐ Bid Item Sheets, 4 pages
- ☐ Bidder's Qualification Form and References, 2 pages
- ☐ A five percent (5%) bid deposit/bid guarantee.

- E. The undersigned agrees that, if s/he is selected as general contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a labor and materials or payment bond, each of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority and each in the sum of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price.

The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that s/he will comply fully with all laws and regulations applicable to awards made subject to section forty-four A of M.G.L. Chapter 30, s 39M.

The undersigned certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration ("OSHA") that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and (3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States OSHA that is at least 10 hours in duration. The undersigned understands that any employee found on a worksite subject to this section without documentation of successful completion of a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration shall be subject to immediate removal.

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date \_\_\_\_\_

\_\_\_\_\_  
(Name of General Bidder)

BY: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name and Title of Signatory)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
(Telephone)

/\_\_\_\_\_  
(FAX)

\_\_\_\_\_  
(E-mail address)

**NOTE:** If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

**END OF SECTION**

## CITY OF NEWTON

### BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City of Newton for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: \_\_\_\_\_
2. WHEN ORGANIZED: \_\_\_\_\_
- 3 INCORPORATED? ☐ YES ☐ NO DATE AND STATE OF INCORPORATION: \_\_\_\_\_
- \* 4. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \* 5. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?  
☐ YES ☐ NO  
IF YES, WHERE AND WHY?  
\_\_\_\_\_  
\_\_\_\_\_
- \* 6. HAVE YOU EVER DEFAULTED ON A CONTRACT? ☐ YES ☐ NO  
IF YES, PROVIDE DETAILS.  
\_\_\_\_\_  
\_\_\_\_\_
- \* 7. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \* 8. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHOULD BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.  
  
PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_

CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? ☐ YES ☐ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)  
\_\_\_\_\_

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? ☐ YES ☐ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)  
\_\_\_\_\_

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? ☐ YES ☐ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)  
\_\_\_\_\_

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? ☐ YES ☐ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)  
\_\_\_\_\_

9. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Newton in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: \_\_\_\_\_ BIDDER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

**END OF SECTION**

## CONTRACT FORMS

The awarded bidder will be required to complete and submit the following documents in order to execute a contract pursuant to this bid.

The forms are provided for informational purposes only.

**None of the following forms are required at the time of bid submittal.**

# CITY-CONTRACTOR AGREEMENT

## CONTRACT NO. C-

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand and Nine by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the CITY, acting through its Chief Procurement Officer, but without personal liability to him, and

hereinafter referred to as the CONTRACTOR.

The parties hereto for the consideration hereinafter set forth agree as follows:

**ARTICLE 1. STATEMENT OF WORK.** The Contractor shall furnish all labor, materials, and equipment and perform all work required in strict accordance with the Contract Documents for the following project:

### RECLAMATION & REPAVING OF BENCLIFFE CIRCLE

**ARTICLE 2. TIME OF COMPLETION.** Time for completion of this project is **30** calendar days from the date of the **Notice To Proceed**. The Contractor shall commence work under this Contract on the date specified in the written notice of the City to proceed and shall fully complete all work hereunder within the time specified in the Summary of Work and Specific Work Requirements of the Project Manual. Time is of the essence with regard to this contract. Failure to complete within the time specified shall be subject to the assessment of liquidated damages in accordance with the provisions contained in the Project Manual.

**ARTICLE 3. THE CONTRACT PRICE.** The City shall pay the Contractor for the full and satisfactory performance of the Contract a sum not to exceed:

**ARTICLE 4. CONTRACT DOCUMENTS.** The Contract Documents consist of the following documents which are either attached to this Agreement or are incorporated herein by reference:

- a. This CITY-CONTRACTOR Agreement;
- b. The City's Invitation For Bid #10-04 issued by the Purchasing Department;
- c. The Project Manual for **Reclamation & Repaving of Bencliffe Circle** including the Instructions to Bidders; General Conditions; Special Conditions; MWBE/AA Requirements, Wage Rate Requirements and Wage Rate Schedule(s) including any updated prevailing wage rate schedules if applicable; The Supplementary Special Conditions; General Requirements and Project Specifications; and Drawings, if included or referenced therein;
- d. Addenda Number(s) \_\_\_\_\_ ;
- e. The Bid Response of the CONTRACTOR submitted for this Project and accompanying documents and certifications;
- f. Certificate(s) of Insurance and surety bond(s) submitted by the CONTRACTOR in connection with this Project;
- g. Duly authorized and executed Amendments, Change Orders or Work Orders issued by the CITY after execution of this CITY-CONTRACTOR Agreement.

This CITY-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the CITY and the CONTRACTOR.

**ARTICLE 5. ALTERNATES.** The following Alternates have been accepted and their costs are included in the Contract Price stated in Article 3 of this Agreement:

Alternates: N/A

**ARTICLE 6. APPLICABLE STATUTES.** All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

**CONTRACTOR**

**CITY OF NEWTON**

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

*Please Affix Seal Here*

City funds in the amount of \$69,000  
are available in account number  
34C001A1-586002

I further certify that the Mayor is  
authorized to execute contracts and  
approve change orders

By \_\_\_\_\_

*Comptroller of Accounts*

Date \_\_\_\_\_

By \_\_\_\_\_

*Chief Procurement Officer*

Date \_\_\_\_\_

By \_\_\_\_\_

*Commissioner of Public Works*

Date \_\_\_\_\_

Approved as to Legal Form and Character

By \_\_\_\_\_

*Associate City Solicitor*

Date \_\_\_\_\_

**CONTRACT AND BONDS APPROVED**

By \_\_\_\_\_

*David B. Cohen, Mayor*

Date \_\_\_\_\_

## CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of \_\_\_\_\_  
(insert full name of Corporation)
2. corporation, and that \_\_\_\_\_  
(insert the name of officer who signed the **contract and bonds.**)
3. is the duly elected \_\_\_\_\_  
(insert the title of the officer in line 2)
4. of said corporation, and that on \_\_\_\_\_  
(insert a date that is ***ON OR BEFORE*** the date the officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. \_\_\_\_\_ the \_\_\_\_\_  
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: \_\_\_\_\_ *AFFIX CORPORATE*  
(Signature of **Clerk or Secretary**)\* *SEAL HERE*
7. Name: \_\_\_\_\_  
(Please print or type name in line 6)\*
8. Date: \_\_\_\_\_  
(insert a date that is ***ON OR AFTER*** the date the officer signed the **contract and bonds.**)

\* The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.

## ATTESTATION

Pursuant to MG c. 62C, § 49A, the undersigned acting on behalf of the Contractor, certifies under the penalties of perjury that, to the best of the undersign's knowledge and belief, the Contractor is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.\*

\_\_\_\_\_  
\*\*Signature of Individual  
or Corporate Contractor (Mandatory)

\_\_\_\_\_  
\*\*\* Contractor's Social Security Number  
(Voluntary) or Federal Identification Number

By: \_\_\_\_\_  
Corporate Officer  
(Mandatory, if applicable)

Date: \_\_\_\_\_

\* The provision in the Attestation relating to child support applies only when the Contractor is an individual.

\*\* Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

\*\*\* Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of GL c. 62C, § 49A.

# CITY OF NEWTON, MASSACHUSETTS

## PAYMENT BOND

Know All Men By These Presents:

That we, \_\_\_\_\_, as PRINCIPAL, and \_\_\_\_\_, as SURETY, are held and firmly bound unto the City of Newton as Obligee, in the sum of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) to be paid to the Obligee, for which payments well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the said PRINCIPAL has made a contract with the Obligee, bearing the date of \_\_\_\_\_, 2009, for the construction of \_\_\_\_\_ in Newton, Massachusetts.  
(Project Title)

Now, the conditions of this obligation are such that if the PRINCIPAL and all Sub-contractors under said contract shall pay for all labor performed or furnished and for all materials used or employed in said contract and in any and all duly authorized modifications, alterations, extensions of time, changes or additions to said contract that may hereafter be made, notice to the SURETY of such modifications, alterations, extensions of time, changes or additions being hereby waived, the foregoing to include any other purposes or items set out in, and to be subject to, provisions of M.G.L. c. 30, sec. 39A, and M.G.L. c. 149 sec. 29, as amended, then this obligation shall become null and void; otherwise it shall remain in full force, virtue and effect.

In Witness Whereof, the PRINCIPAL and SURETY have hereto set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

PRINCIPAL

SURETY

\_\_\_\_\_

\_\_\_\_\_

By \_\_\_\_\_  
(SEAL)

By \_\_\_\_\_  
(ATTORNEY-IN-FACT) (SEAL)

\_\_\_\_\_

(Title)

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

**CITY OF NEWTON**

**GENERAL CONDITIONS OF THE CONTRACT**

**FOR PUBLIC WORKS CONSTRUCTION**

**ARTICLE 1**

(DELETED)

**ARTICLE 2**

**Definitions**

The word "Commissioner" shall mean the official duly authorized to act for the City of Newton in the execution of the work of this contract, acting directly or through properly authorized agents.

The word "Engineer," or "City Engineer," shall mean the City Engineer of the City of Newton, acting directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

The word "Contractor" shall mean the party or parties contracting to perform the work covered by this contract or his, or their, legal representatives, successors or assigns.

The word "Plan" shall mean plans referred to and included in the Project Manual for this contract. The word "City" shall mean the City of Newton.

**ARTICLE 3**

**Plans, Drawings, Profiles**

1. The work shall be done in accordance with plans referred to in Article 1 and such further working and detail plans, drawings and profiles as may be furnished from time to time by the Engineer. All said plans, general and detail, are to be deemed a part of this contract, and the said plans, specifications and contract are to be considered together, so that any work mentioned in the contract, though not shown on the plans, and any work shown on the plans though not mentioned in the contract, is to be executed by the Contractor as a part of this contract. Figured dimensions are to prevail over scale. All things which in the opinion of the Engineer may fairly be inferred from the contract, plans and specifications, are to be executed by the Contractor as a part of the contract; and the Engineer shall be sole judge as to whether detail plans, drawings and profiles conform to the general plans and the contract.

**Discrepancy in Plans**

2. The Contractor shall carefully examine all said plans, profiles, drawings, specifications and orders; all figures, dimensions, lines, marks and scales thereof, and all directions of the Commissioner and the Engineer relating to the work, and conform to those in relation to which there is no doubt or discrepancy, but at once submit all cases of doubt or discrepancy to the Engineer for adjustment. Anything done on any part of the work for which special information or drawing should be procured, unless done in accordance with such information or drawing, or anything done in relation to which there is doubt or discrepancy, except in accordance with the adjustment thereof, or done in violation of law or public authority, is to be redone if the Commissioner shall so direct.

**ARTICLE 4**

**Inspection**

1. The Contractor in carrying on the contract shall conform to all determinations and directions of the Engineer relating to the proper interpretation of the plans, specifications, profiles or drawings, the fitness of persons employed on the work or the number thereof, or the suitability, amount, quality, and value of anything done or any materials used, and the Contractor shall permit the Commissioner and the Engineer and persons designated by them to enter upon the work and inspect the same at all times and in all places, and shall provide safe and convenient facilities for making such entry and inspection.

**ARTICLE 5**  
**Change in Plans and Work**

1. The City, acting through the Commissioner and upon his written order only, from time to time given to the Contractor or his foreman, may change, increase or take away any part of the work, or change the specifications, plans, drawings, form or materials thereof. Any deduction or addition thereto is to be allowed, or paid for at a price to be determined, within not more than 15 days of the completion of the change, by the City Engineer acting in the same capacity as an architect in a building contract as between owner and contractor. Any demand for addition or deduction must be made in writing to the City Engineer within seven (7) days of the time change was ordered.

**ARTICLE 6**  
**Time and Manner of Doing the work - Beginning and Completion**

1. The Contractor shall begin work upon receipt of written Notice to Proceed. Once begun the work shall be carried out in a continuous and uninterrupted fashion with sufficient workforce and resources to assure completion by the date for completion established by the Contract Documents.

2. The Contractor shall carry on the work in accordance with the requirements of law and of all other public authorities, and to the satisfaction of the Commissioner; he shall give all notices, take out all permits, pay all charges and fees, give personal supervision to the work and keep thereon a competent foreman and sufficient employees, skilled in the several parts which are given them to do.

**Maintenance of Travel**

3. The Contractor shall conduct his work so as to interfere as little as possible with public travel, and shall give property owners proper means of access to their property where existing access has been cut off by the work. The Contractor shall keep the streets open for through travel except where, in the opinion of the Commissioner, it is necessary to close the street. The continuous length of the street occupied for the work shall be kept as short as possible, and no part of the work shall be unnecessarily delayed. Wherever the Commissioner shall direct, trenches shall be bridged by the Contractor in a proper and secure manner so as not to interrupt travel. Free access shall be maintained at all times to all water gates, gas gates, and fire hydrants.

**Abandonment of Work by Contractor**

4. In the event the City Engineer certifies to the Commissioner that the work is not being so carried forward or if the Contractor at any time is not carrying on the work to the satisfaction of the Commissioner, or is not observing any of the provisions of the contract, or has abandoned the work, or become insolvent or assigned his property, the City, acting by the Commissioner and at his discretion, may, with or without notice to the Contractor, or advertising for doing the work, and by contract, day labor or otherwise, do any part of the work which the Contractor has failed to do or replace any part not done to the satisfaction of the Commissioner, or take possession of the work and complete the same, and in doing so may use any implements, machinery or materials on or about the work which are the property of the Contractor, charging the Contractor any excess cost for completing the work, which excess cost the Contractor agrees to pay.

**ARTICLE 6A**  
**Liquidated Damages**

1. In case the work embraced in the contract shall not have been completed by the date stipulated therein, the Contractor shall pay to the City of Newton as liquidated damages a designated sum per calendar day for the entire period of overrun in accordance with the following Schedule of Deductions, and in addition, the Contractor shall pay without reimbursement the entire cost of all traffic officers, railroad flagmen, inspectors, or other personnel the City Engineer and/or the Chief Engineer of the railroad determines to be necessary during the period of overrun of time.

**SCHEDULE OF DEDUCTIONS**

Original Contract Amount		Daily Charge
<u>From More Than</u>	<u>To and Including</u>	<u>Per Calendar Day</u>
\$ 0.	\$ 25,000.	\$ 30.
25,000.	50,000.	50.
50,000.	100,000	100.

500,000.	1,000,000.	150.
1,000,000.	2,000,000.	200.
2,000,000.	—	300.

2. Whatever sum of money may become due and payable to the City of Newton by the Contractor under this Article may be retained out of money belonging to the Contractor in the hands and possession of the City of Newton. It is agreed that this Article shall be construed and treated by the parties to the contract not as imposing a penalty upon said Contractor for failing fully to complete said work as agreed on or before the time specified in the proposal, but as liquidated damages to compensate said City of Newton for all additional costs incurred by it because of the failure of the Contractor fully to complete said work on or before the date of completion specified in the proposal.

## **ARTICLE 6B**

### **Delays and Extensions of Time**

1. If the Contractor is delayed at any time in the progress of the work by an act or neglect of the City, or by changes in the work ordered by the City, or by unseasonably inclement weather, or by other causes deemed by the City Engineer to be beyond the Contractor's control, and which the City Engineer determines may justify delay, then the time for completion may be extended for such reasonable time as the City Engineer may determine.

2. No such extension of time will be allowed unless the Contractor submits a written request for an extension to the City Engineer no later than 10 calendar days of the start of the occurrence or event giving rise thereto. Each such request must describe the occurrence or event and specify the manner and extent that such occurrence or event is causing or has caused a delay in the work. The City Engineer shall promptly investigate each request and make his written determination to the Commissioner and the Contractor within 10 days after receipt of the request. In his determination the City Engineer may either grant, deny, or modify the length of the requested extension.

3. If the City Engineer's determination so warrants, the Commissioner shall authorize a written Change Order to the Contract extending the time for completion. No extension of time shall be deemed as granted until said Change Order has been duly executed by the parties.

4. Change Orders which may be executed by the City and the Contractor in connection with additions, extra labor and/or extra materials shall not be considered as allowing extensions of the time for completion unless the change order expressly specifies that additional time is allowed in connection with the work under the change order. Once a Change Order has been executed by the parties, any request by the Contractor for an extension of time based solely on the fact that additions, extra labor and/or extra materials are required by the Change Order will be denied by the City Engineer.

5. Permitting the Contractor to continue and finish the work or any part of it after the times fixed for its completion, or after the date to which the time for completion may have been extended, shall in no way operate as a waiver on the part of the City of Newton of any of its rights under the contract. The Contractor remains liable for damages caused other than by delay.

## **ARTICLE 7**

### **Lines and Grades**

1. The Contractor shall retain a Registered Land Surveyor who shall furnish such boards and stakes and cause to be placed thereon, such lines, marks and directions relating to the work as the Commissioner or City Engineer shall from time to time direct.

## **ARTICLE 8**

### **Public Service Pipes and Conduits**

1. The Contractor shall maintain such pipes or conduits of public service corporations or of the City as are across or within the lines of the work until such time as said public service corporations or the City assume the maintenance or removal of said pipes or conduits. The Commissioner will notify such public service corporations to that effect on the existence of such obstructions to the work being brought to his notice by the Contractor. The City will relocate either temporarily or permanently all water mains and water service pipes, or hydrants, and drains or sewers which may interfere

with the work contemplated in this contract. (This clause is not to be construed as applying to such pipes as may be readily supported and protected during the progress of the work.) The cost of shutting off and turning on water in water mains during blasting shall be assumed by the City.

### **Protection of Existing Structures**

2. All existing gas pipes, water pipes, sewers, drains, conduits, or other structures which are uncovered by the excavation shall be carefully supported and protected from injury by the Contractor, and, in case of injury, they shall be restored by him, without compensation therefor, to as good condition as that in which they were found, and shall be kept in repair until 6 months after the completion of the work. The Contractor shall provide suitable temporary channels for water at all watercourses. Wherever the work passes under or adjacent to street railway tracks, the Contractor shall make all necessary arrangements with the railway company for doing any work which may affect the property of the company or interfere with the operating of the railway, and he shall be liable for any damage that may be caused by any act, omission or neglect on his part, and shall pay all expenses of every kind incidental to this work.

### **Changing the Location of Existing Structures**

3. Whenever it becomes necessary to change the location of any water or gas pipes, sewers, drains, conduits or other structures not otherwise provided for in these specifications, the Contractor shall do the whole or such portions of the work of making such changes as the Commissioner may require, and shall receive in payment therefor the reasonable cost of the work done as determined by the Commissioner plus 15 per cent of such cost. In estimating such cost, no allowance shall be made to the Contractor for the use of tools not especially provided for this work, for general superintendence, or for any overhead expenses except liability insurance.

## **ARTICLE 9**

### **Co-operation with Other Contractors**

1. The Contractor shall conduct the work in such manner as not to interfere with other work being done by the City, by contract or otherwise, and if deemed necessary by the Commissioner, the work under this contract shall conform to the progress of said other work; shall co-operate with other contractors or employees who may be doing work for the City, and with public service corporations affected by the work, in arranging for storage places, connections, bracings, temporary support for structures, repairs, etc.

## **ARTICLE 10**

### **Subcontracts**

1. The Contractor, in any contract with a Subcontractor, shall provide that the Subcontractor shall be subject to all specifications, terms, provisions, conditions, requirements and liabilities set forth in this contract so far as such specifications, terms, provisions, conditions, requirements and liabilities are applicable to the work to be done under such Subcontract, and shall also provide that such Subcontract shall be terminated by the Contractor whenever the Commissioner shall certify to him in writing that in his opinion the work of the Subcontractor is unnecessarily or unreasonably delayed or that the Subcontractor has violated any of the provisions of this contract. The Contractor shall at once terminate such subcontract if the Commissioner, after certifying as aforesaid, shall in writing direct the Contractor to make such termination.

2. Subcontracts shall be made in writing and the Contractor shall furnish the Commissioner with a copy of his subcontracts on demand.

3. Pursuant to the provisions of M.G.L. Ch. 30, Sec. 39F (1), the following provisions are included in the General Conditions:

(a) Forthwith after the general contractor receives payment on account of a periodic estimate, the general contractor shall pay to each subcontractor the amount paid for the labor performed and the materials furnished by that subcontractor, less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general contractor.

(b) Not later than the sixty-fifth day after each subcontractor substantially completes his work in accordance with the plans and specifications, the entire balance due under the subcontract less amounts retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, shall be due the subcontractor; and the awarding authority shall pay that amount to the general contractor. The general contractor shall forthwith pay to the

subcontractor the full amount received from the awarding authority less any amount specified in any court proceedings barring the payment and also less any amount claimed due from the subcontractor by the general contractor.

(c) Each payment made by the awarding authority to the general contractor pursuant to subparagraphs (a) and (b) of this paragraph for the labor performed and the materials furnished by a subcontractor shall be made to the general contractor for the account of the subcontractor; and the awarding authority shall take reasonable steps to compel the general contractor to make each such payment to each such subcontractor. If the awarding authority has received a demand for direct payment from a subcontractor for any amount which has already been included in a payment to the general contractor or which is to be included in a payment to the general contractor for payment to the subcontractor as provided in subparagraphs (a) and (b), the awarding authority shall act upon the demand as provided in this section.

(d) If, within seventy days after the subcontractor has substantially completed the subcontract work, the subcontractor has not received from the general contractor the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount retained by the awarding authority, the demand shall be by a sworn statement delivered to or sent by certified mail to the awarding authority, and a copy shall be delivered to or sent by certified mail to the general contractor at the same time. The demand shall contain a detailed breakdown of the balance due under the subcontract and also a statement of the status of the completion of the subcontract work shall be valid even if delivered or mailed prior to the seventieth day after which the subcontractor has substantially completed the subcontract work. Within ten days after the subcontractor has delivered or so mailed the demand to the awarding authority and delivered or so mailed a copy to the general contractor, the general contractor may reply to the demand. The reply shall be by a sworn statement delivered to or sent by certified mail to the awarding authority and a copy shall be delivered to or sent by certified mail to the subcontractor at the same time. The reply shall contain a detailed breakdown of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor and of the amount due for each claim made by the general contractor against the subcontractor.

(e) Within fifteen days after receipt of the demand by the awarding authority, but in no event prior to the seventieth day after substantial completion of the subcontract work, the awarding authority shall make direct payment to the subcontractor of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount (i) retained by the awarding authority as the estimated cost of completing the incomplete or unsatisfactory items of work (ii) specified in any court proceedings barring such payment, or, (iii) if the reply shall not deduct from a direct payment any amount as provided in part (iii) if the reply is not sworn to, or for which the sworn reply does not contain the detailed breakdown required by subparagraph (d). The awarding authority shall make further direct payments to the subcontractor forthwith after the removal of the basis for deductions from direct payments made as provided in parts (i) and (ii) of this subparagraph.

(f) The awarding authority shall forthwith deposit the amount deducted from a direct payment as provided in part (iii) of subparagraph (e) in an interest-bearing joint account in the names of the general contractor and the subcontractor in a bank in Massachusetts selected by the awarding authority or agreed upon by the general contractor and the subcontractor and shall notify the general contractor and the subcontractor of the date of the deposit and the bank receiving the deposit. The bank shall pay the amount in the account, including accrued interest, as provided in an agreement between the general contractor and the subcontractor or as determined by decree of a court of competent jurisdiction.

(g) All direct payments and all deductions from demands for direct payments deposited in an interest-bearing account or accounts in a bank pursuant to subparagraph (f) shall be made out of amounts payable to the general contractor at the time of receipt of a demand for direct payment from a subcontractor and out of amounts which later become payable to the general contractor and in the order of receipt of such demands from subcontractors. All direct payments shall discharge the obligation of the awarding authority to the general contractor to the extent of such payment.

(h) The awarding authority shall deduct from payments to a general contractor amounts which, together with deposits in interest-bearing accounts pursuant to subparagraph (f), are sufficient to satisfy all unpaid balances of demands for direct payment received from subcontractors. All such amounts shall be earmarked for such direct payments, and the subcontractors shall have a right in such deductions prior to any claims against such amounts by creditors of the general contractor.

## **ARTICLE 11**

### **Compensation for Work**

1. Subject to any provisions in Paragraph 7, the price named in the proposal and accepted by the City shall be paid by the City and received by the Contractor as full compensation for furnishing materials and for use of tools, forms, machinery

and other implements, and for labor in moving materials and executing all the work contemplated in this contract, also for loss or damage arising from delay however occasioned, or out of the nature of the work aforesaid or from the action of the elements, from floods, or from any unforeseen obstructions or difficulties which may be encountered in the prosecution of the same and for all risks of every description connected with the work and for well and faithfully completing the work in the proper manner and according to the plans and specifications and requirements of the Commissioner under them.

2. During the first week of each calendar month, the City Engineer shall cause all work done by the Contractor during the previous month to be measured and shall estimate the value thereof and, on or before the 10th of each month issue a certificate to the Commissioner of the measurements and the amount due the Contractor according to the terms of his contract.

3. The City shall pay the Contractor on approval of the Commissioner monthly on or before the 18th of each month for all work done during the preceding month according to the aforementioned certificate of the City Engineer, less 5 per cent of the amount of such work and less any amounts due the City by the Contractor.

4. Within ten days after the completion of the work as determined by the Commissioner, the City Engineer shall issue to the Commissioner a final certificate of the total amount of work done and the money due the Contractor therefor, crediting thereon the amounts of the previous payments. In making the final certificate, the City Engineer shall not be bound by any preceding certificate or estimate of the amount of work done or materials furnished.

### **Final Payment-Claims Against Contractor**

5. At the expiration of 65 days after the completion of the work as determined by the Commissioner, the City shall, unless claims are made or notice of liability against the City is given, pay the Contractor, on the approval of the Commissioner, the percentages retained and the balance due the Contractor according to the aforementioned final certificate of the City Engineer less any indebtedness of the Contractor to the City. If a claim or claims are made, or notice of liability given, such amounts due the Contractor may be paid upon satisfaction of such claims or upon furnishing of indemnity to said City against all loss, cost, damage or expense by reason of such claims. In the event of no known claims or liens the City may, at its option, pay within 35 days.

6. The City, on making any payment after the completion of the work, shall be released from all claim or liability to the Contractor for anything done or used, or for any loss or injury sustained in carrying on the contract, or for any act, omission, neglect or mistake of the City or any person relating to or affecting the contract, except for the balance of any sum retained as aforesaid.

### **Extra Work**

7. The Contractor shall be paid for any additions, or deductions as provided in Article 5, paragraph 1, and for extra labor done by, and for extra materials furnished by him in compliance with the written order only of the Commissioner, calling for work not similar in character to that covered by the items given in the proposal, and for which no price is set in the said written order, the direct (not including consequential) cost to the Contractor, as determined to be reasonable by the Commissioner, plus fifteen per cent of said costs as so determined in regard to labor only. For teams or trucks so furnished, no payment shall be made to the Contractor beyond the current local rate as determined by the Commissioner in each case. The direct cost of labor may include the cost of mechanics and laborers furnished and a reasonable proportion of the time of the foreman and timekeeper, but it shall in no case include any charge for the use of tools, for establishment charges or for time spent by the Contractor. The actual cost of insurance on extra pay rolls and of materials furnished for extra work, shall be paid without any addition. The labor and materials so ordered shall constitute a part of the work to be done under the contract; and all and singular the provisions of the contract shall apply to said labor and materials as if the same were specified therein. The Contractor shall have no claim for the above mentioned extra labor and materials unless he furnishes the details and bills therefor within one week after doing any such labor or furnishing any such materials.

8. No claim of the Contractor against the City under this contract shall be deemed valid unless such claim is presented to the Commissioner within ten days from the time when the Contractor first knows of, or has opportunity to know of, the acts and circumstances on which such claim is based.

9. A payment or payments to the Contractor, in cases where these provisions or any of them, are not complied with, shall not be construed as a waiver of said provisions or any part thereof.

## **Contract Made Subject to Appropriations**

10. This contract is made subject to appropriation heretofore made and shall not be altered unless the Contractor, the sureties on the bond, if any, the officer making the contract and the Mayor shall in writing agree thereto.

### **ARTICLE 12**

#### **Responsibility for Work - Contractor's Responsibility**

1. The Contractor has made his proposal from his own examinations and estimates, and shall not hold the City, its agents, or employees, responsible for or bound by, any schedule, estimate, sounding, boring, or any plan of any part of the work; shall, if any error in any plan, drawing, specification or direction relating to anything to be done under the contract come to his knowledge, report it at once to the Commissioner; shall not, except as the Commissioner shall authorize in writing, assign or sublet any part of the contract except for the supply of materials and plant, or of anything to be done thereunder; shall, subject to the provisions of the contract take all responsibility of, and bear all losses resulting to him in carrying on the contract, and shall assume the defense of, and hold the City, its agents and employees harmless from all suits and claims against them, or any of them, arising from the use of any invention, patent or patent right, material, labor or implement, by or from any act or omission or neglect of the Contractor, his Subcontractor, his agents or employees, in carrying on the contract, or for any liability of any nature arising under the contract. The Contractor shall be solely responsible and liable for, and shall fully protect and indemnify the City against all claims for damages to persons or property occasioned by or resulting from blasting or other methods or processes in the work of construction, whether such damages be attributable to negligence of the Contractor, his employees or his Subcontractor or otherwise.

### **ARTICLE 13**

#### **LIGHTS--GUARDS**

1. The Contractor shall assume all responsibilities of the work and take all proper precautions to protect persons and property from injury and unnecessary interference; leave a reasonably unobstructed way along public and private places for pedestrians, teams, and vehicles, and for access to hydrants; provide proper walks over or around any obstruction made in a public or private place in carrying on the contract, and maintain from the beginning of twilight through the whole of every night, on or near the obstruction sufficient lights and guards to protect travelers from injury thereby, and if, after one notification from the Commissioner that said lights and guards are not sufficient, the Contractor has not placed additional lights and guards to the satisfaction of the Commissioner, the Commissioner shall have the right to take charge of that part of the work at the expense of the Contractor. While the work is suspended he shall keep all roadways and sidewalks in proper condition, and when the work is completed put the place and vicinity in proper condition and so leave them.

The Contractor shall provide proper means of access to property where the existing access is cut off by the Contractor and replace or put in good condition every conduit, catch-basin, tree, wall, fence, or other thing injured by the Contractor in carrying on the contract, unless the same has been permanently done away with, on approval of the Commissioner, as being necessary to the proper carrying on of the contract.

### **ARTICLE 14**

#### **Guaranty**

1. Any settlement or other defect, or the failure of any part of the structure or the work due to defective materials or workmanship, that occurs within one year after the work is completed, is to be immediately repaired by the Contractor. In the event of any such settlement, defect, or failure causing liability to the City for damage to persons or property, the Contractor does by this clause agree to hold the City harmless and to assume the defense of any claims therefor.

2. Responsibility under this guaranty for the adequacy of the work does not relieve the Contractor of his obligation to comply with the terms of the contract and to conform to all the requirements of the plans and specifications, nor does it give him the right to deviate in any way from the details of design of the structure or the work.

### **ARTICLE 15**

#### **Defective Work and Materials**

1. The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill his contract as herein described, and defective work shall be made good and unsuitable materials may be rejected, notwithstanding that such work and materials have been previously overlooked by the Engineer and accepted or estimated for payment. If the work or materials, or any part thereof shall be found defective at any time before the final acceptance of the whole work, the Contractor shall forthwith make good such defect in a manner satisfactory to the Engineer, and if any material brought upon

the ground for use in the work or selected for the same, shall be condemned by the Engineer as unsuitable or not in conformity with the specifications, the Contractor shall forthwith remove such materials from the vicinity of the work. Nothing in this contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been attached or affixed to the work or the soil, but all materials shall, upon being so attached or affixed, become the property of the City of Newton.

#### **ARTICLE 16**

##### **Employment of Labor**

1. The Contractor shall give preference in employment, first to citizens of Massachusetts, second, to other citizens of the United States; and shall allow all employees on said work to lodge, board and trade where they choose, and shall not obstruct any other person in doing work for the City; and shall conform to all labor laws of the Commonwealth; and no laborer or teamster, workman or mechanic working within this Commonwealth in the employ of the Contractor or Subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by the Contractor shall be requested to, or required to, or work more than eight hours in any one calendar day. This contract is subject to all the laws of the Commonwealth, and ordinances of the City and if any clause thereof does not conform to such laws and ordinances, such clause shall be void and such laws and ordinances operated in lieu thereof.

#### **ARTICLE 17**

##### **Laws and Regulations - Contractor to Comply with Law**

1. The Contractor shall keep fully informed of all existing or future acts of the legislature, and of all municipal ordinances, prohibitions, rules and regulations in any manner affecting the conduct of the work, and of all orders or decrees of any body or tribunal having any jurisdiction or authority over the materials, times, places and actions of those employed in the work embraced in the contract. The Contractor shall at all times observe and comply with all existing and future acts, ordinances, prohibitions, rules, regulations, orders and decrees; and shall protect and indemnify the city and its employees against any and all claims arising from or based on any violation of such acts, ordinances, prohibitions, rules, regulations, orders or decrees, and against all violations of law by the Contractor or his agents or employees.

**END OF SECTION**

**CITY OF NEWTON**

**MINORITY/ WOMEN BUSINESS ENTERPRISE PLAN**

**DECEMBER 1, 1999**

**STATEMENT OF POLICY:**

Whereas it is the policy of the government of the United States of America, the Commonwealth of Massachusetts and the City of Newton that no person shall be discriminated against in any manner whatsoever on the grounds of race, religion, color, sex, handicap or national origin; and

Whereas, it is the policy of the government of the United States of America that no person shall, on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program of activity funded entirely or in part by the City, the State or Federal government; and

Whereas, it is the policy of the government of the United States of America to encourage that Minority/Women Business Enterprises shall have the maximum practicable opportunity to participate in Federal and State assisted projects; and all City funded contracts; and

Whereas, it is the policy of the City of Newton to encourage that minority/women business enterprises shall have the maximum practicable opportunity to participate in all City funded contracts; and

Whereas, the City of Newton, as a recipient of Federal and State funds subscribes to the above policies and will fully comply With Federal, State and local laws and directives governing non-discrimination, equal opportunity and affirmative action in all municipal activities; and

Whereas, to further enunciate the equal opportunity policy of the City of Newton's Minority/Women Business Program, the following responsibilities are specified

This MINORITY/ WOMEN Business Enterprise Plan sets forth the administrative standards for the further implementation of the City of Newton's policy of the utilization of minority contractors and subcontractors.

The City of Newton strongly affirms that it will not discriminate in any contractual procedures against any persons because of race, color, religion, age, disability, sex or national origin. This policy shall be administered with a positive supportive attitude.

It is the responsibility of the City of Newton to take affirmative steps to implement this policy to insure equality of opportunity in conducting the Program including notifying those persons and businesses doing business with the City, that contracts for goods, services and construction, shall be made Without reference or regard to race, color, sex, age, handicap, religion or national origin.

David B. Cohen Mayor

CITY OF NEWTON  
MINORITY/ WOMEN BUSINESS ENTERPRISE PLAN

DECEMBER 1, 1999

**I. DEFINITIONS:**

**A. Minority Person**- the term includes a person who is of Black Hispanic, Asian, American Indian or Cape Verdean origin.

**B. Minority Business Enterprise (MBE)** -- the term shall mean a business a) that is certified by SOMWBA; or b) provides evidence satisfactory to the City's Affirmative Action Officer that it is a business owned or controlled by one or more of the following:

- an individual who is a minority person,
- a partnership or joint venture controlled by minority persons in which at least 51 % of the ownership interest is held by minority persons or,
- a corporation or other entity controlled by minority persons and in which at least 51 % of the stock is owned by one or more minority persons.

**C. Contract Compliance Officer** - the Chief Procurement Officer or his/her designee responsible for the implementation of Newton's Minority/Women Enterprise Plan ("MWBE Plan") and activities.

**D. MCAD** - Massachusetts Commission Against Discrimination.

**E. SOMWBA** -- State Office of Minority/Women Business Assistance,

**F. City** - The City of Newton.

**G. Women Business Enterprise (WBE)** - the term shall mean a business a) that is certified by SOMWBA; or b) provides evidence satisfactory to the City's Affirmative Action Officer that it is a business owned or controlled by one or more of the following:

- an individual who is a woman.
- a partnership or joint venture controlled by women in which at least 51% of the ownership interest is held by women, or
- a corporation or other entity controlled by women and in which at least 51% of the stock is owned by one or more women.

**H. MWBE** – Minority or Women Business Enterprise

**II. GOALS:**

Newton's Minority/Women Enterprise Plan ("MWBE Plan") shall be guided by the goals presented below to promote minority/women opportunities within the City.

These goals comprise the framework for those activities to be implemented as part of the MWBE Plan:

To take affirmative action in expanding opportunities for minority and women owned firms in obtaining contracts within the City of Newton.

To assure that all contractors, regardless of race color, religion, creed, national origin, sex, age, ancestry or handicap, shall have equal opportunity to City contracting activities.

To award, of the total annual City contract dollars expended, 10 percent to MBE and 5 percent to WBE for construction; for goods and services, 5 percent WBE and 5 percent MBE.

### **III. SOLICITATION ACTIVITIES:**

To notify MWBEs of upcoming contracts for construction, professional services and supplies, funded in whole or in part with Federal, State, and City funds, the following activities will be undertaken. In addition on a regular basis, the City of Newton will distribute to its listing of MWBEs and SOMWBA, a summary of upcoming contract opportunities which are subject to the City's MWBE Plan.

#### **A. Construction Contracts**

All construction contracts with an estimated value over \$50,000 will be formally advertised within local, regional, minority and special interest publications at least 14 days prior to the bid opening date.

For all such construction contracts a "Notice of Solicitation" of a project going out to bid will be distributed to appropriate SOMWBA or City certified firms at least 14 days prior to the bid opening date.

#### **B. Contracts for Professional Services**

The City of Newton will send notification of its advertised Request for Proposals to appropriate! SOMWBA or City certified firms Responding MWBE firms will be considered for contract award within the bounds of generally accepted management practice or with the applicable procurement law relating to securing the lowest cost and best services available.

#### **C. Procurement of Supplies**

The City of Newton will (where feasible) utilize MWBEs for the procurement of supplies in accordance with City purchasing procedures. These efforts will be documented and reported to MCAD, and the Mayor's office on a quarterly basis.

### **IV. CONSTRUCTION ACTIVITIES:**

#### **A. Goals**

The City of Newton bid documents and contracts with an estimated value over \$50,000 will contain the City's goal of 10% for MBE and 5% for WBE utilization for subcontracts,

#### **B. Pre-Bid Conference**

To affirmatively further the opportunities available to prospective bidders, the City will hold a pre-bid conference 5-7 days prior to the bid opening date for all City construction contracts and subcontracts with an estimated value over \$50,000.

The pre-bid conference will provide an opportunity for contractors to: review and clarify the technical requirements of the projects, review the City's MWBE Plan; and review Equal Opportunity requirements. The City will advertise this conference and extend invitations to interested contractors as part of the notice of solicitation.

**C. Bid Submission**

All bids for City of Newton contracts with an estimated value over \$50,000 shall include a certification of intent to be completed by the bidder stating his/her intent to comply with the City's MWBE Plan. Failure to include this certification shall be an informality which may be waived if such certification is received prior to the award of the contract.

**D. Contract Execution**

Upon notification of award of the contract, the bidder shall provide a written plan detailing how it will comply with the MWBE Plan

**E. Monitoring**

Throughout the duration of the contract, the City of Newton through its Contract Compliance Officer, will monitor the progress and activities of all contractors and subcontractors as they attempt to comply with the MWBE Plan.

**F. Enforcement**

In the case of clear neglect to make a good faith effort to comply with this MWBE Plan, the City of Newton reserves the right to designate contractor, after a hearing, as ineligible for future City bid awards.

**V. CONTRACT COMPLIANCE OFFICER/DUTIES AND RESPONSIBILITIES:**

The Contract Compliance Officer, as liaison between minority firms and the City of Newton will have the overall responsibility for the implementation of Newton's MWBE Plan. This responsibility includes the development, management, dissemination of information; the provision of technical assistance to minority firms including clarification of procedures to be implemented; maintenance of relevant documentation; completion of reporting requirements; and performance of monitoring and evaluation activities; and maintenance and updating of listings of minority/women business.

The Contract Compliance Officer has oversight of all City procurements for construction, professional services and supplies and shall coordinate the implementation of the MWBE Plan with other City departments.

**THE CITY OF NEWTON, MASSACHUSETTS**  
**SUPPLEMENTAL EQUAL EMPLOYMENT OPPORTUNITY**  
**ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION PROGRAM**

- I. The requirements hereinafter set forth apply to construction contracts which involve an expenditure by the City of \$50,000 or more.
- II. For purposes of this contract "minority" refers to Asian Americans, Black, Hispanics American Indians and Cape Verdeans. The City refers to the City of Newton
- III. During the performance of this contract the Contractor and all of (his) Subcontractors (hereinafter collectively referred to as the Contractor) , for himself, his assignees, and successors ,in interest, agree as follows:
  1. In connection with the performance of work under this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, age or sex. The aforesaid provision shall include, but not be limited to, the following: layoff; termination; rates of pay or other forms of compensation; conditions or privileges of employment; and the selection of apprenticeship. The Contractor shall post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the City setting forth the provisions of the Fair Employment Practices Law of the Commonwealth (MGL Chapter 151B) . (See Attachment A)
  2. In connection with the performance of work under this contract, the Contractor shall undertake in good faith, affirmative action measures designed to eliminate any discriminatory barriers in the terms and conditions of employment on the grounds of race, color, religious creed, national origin, age or sex, and to eliminate and remedy any effects of such discrimination -in the past. Such affirmative action shall entail positive and aggressive measures to ensure equal employment: opportunity in the areas of hiring, upgrading, demotion or transfer, recruitment, Layoff or termination, rate of compensation, and in-service or apprenticeship training programs. This affirmative action shall include all action required to guarantee equal employment opportunity for all persons, regardless of race, color, religious creed, national origin, age or sex. A purpose of this provision is to ensure to the fullest extent possible an adequate supply of skilled tradesmen for this and future City public construction projects
- IV.
  1. As part of this obligation of remedial action under the foregoing section, the contractor shall maintain on this project a not less than 5 percent ratio of minority employee man hours to total man hours in each job category, including, but not limited to, bricklayers, carpenters, cement masons, electricians, ironworkers, operating engineers, and those "classes of work" enumerated in Section 44C of Chapter 149 of the Massachusetts General Laws.
  2. In the hiring of minority journeymen, apprentices, trainees and advanced trainees, the Contractor shall rely on referrals, from the Contractor's affirmative action program approved by the City, traditional referral methods utilized by the construction industry, and referrals from agencies, not more than three in number at any one time, designated by the Liaison Committee or the City.
- V.
  1. At the discretion of the City, there may be established for the life of this contract a body to be known as the Liaison Committee, The Liaison Committee shall be composed of the Compliance Officer and one representative each from the Departments administering this project, hereinafter called the administering Departments, and such other representatives as may be designated by the City.
  2. The Contractor (or, his/her agent, if any, designated by him/her as the onsite equal employment opportunity officer) shall recognize the Liaison Committee as the affirmative action body, and shall establish a continuing working relationship with the Liaison Committee on all matters related to minority recruitment, referral, employment and training.

3. The Contractor shall prepare manning tables on a quarterly basis.\* These shall be broken down into projections, by week, for workers required in each trade. Copies shall be furnished one week in advance of the initiation of work and quarterly thereafter to the City and to the Liaison Committee.
4. Records of employment referral orders, prepared by the Contractor, shall be made available to the City and to the Liaison Committee on request.
5. The contractor shall prepare weekly reports in a form approved by the City of hours worked in each trade by each employee, identified as minority or non-minority. Copies of these reports shall be provided at the end of each week to the City and to the Liaison Committee.

\* If job is less than three months, prepare for length of job.

- VI. If the Contractor shall use any sub contractor on any work performed under this contract, he/she shall take affirmative action to negotiate with qualified minority subcontractors. This affirmative action shall cover both pre-bid and post-bid periods. It shall include notification to the State Office of: Minority *Business Assistance* or As designee, while bids are in preparation, of all products, work or services for which the Contractor intends to negotiate bids.
- VII. In the employment of journeyman, apprentices, trainees, and advanced trainees, the Contractor shall give preference to citizens of the Commonwealth who have served in the armed forces of the United States in time of war and have been honorably discharged therefrom or released from active duty therein, and who are qualified to perform the work to which the employment relates, and, secondly to citizens of the Commonwealth generally, and, if such cannot be obtained in sufficient numbers, then to citizens of the United States
- VIII. A designee of the City and a designee of the Liaison Committee shall each have the right of access to the Construction site,
- IX. **Compliance with Requirements**  
The Contractor shall comply with the provisions of Chapter 151B of the Massachusetts General Laws, which are herein incorporated by reference and made as amended by Executive Order 227, and of Chapter 151B as amended, of the Massachusetts General Laws, both of which are herein incorporated by reference and made a part of this contract.
- X. **Non-Discrimination**  
The Contractor, in the performance of all work after award, and prior to completion of the contract work, will not discriminate on the grounds of race, color, religious creed, national origin, age or sex in employment practices, in the selection or retention of sub-contractors, or in the procurement of materials and rentals of equipment.
- XI. **Solicitations for sub-Contracts and for the Procurement of Materials and Equipment**  
In all solicitations either by competitive bidding or negotiation made by the Contractor either for work to be performed under a subcontract or for the procurement of materials or equipment, each potential subcontractor or supplier shall be notified in writing by the Contractor of the Contractor's obligations under his contract relative to non-discrimination and affirmative action.
- XII. **Bidders Certification Requirement**  
1. The following certification statement will be inserted in the bid document just above the bidder's signature.  
  
"The bidder hereby certifies he shall comply with the minority manpower ratio and specific action steps contained in the City of Newton, Massachusetts Supplemental Equal Employment-- Opportunity Anti-Discrimination and Affirmative Action Program. The Contractor receiving the award of the contract

shall be required to obtain from each of its subcontractors and submit to the contracting or, administering agency prior to the performance of any work under said contract a certification by said subcontractor, regardless of tier, that it will comply with the minority manpower ratio and specific affirmative action steps contained in the City of Newton Massachusetts Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program.

**XIII. Contractor's Certification**

A Contractor's certification form must be signed by all successful low bidders prior to award by the City. A Contractor shall not be eligible for award of a contract unless the contractor has executed and submitted the Contractor's Certification, which shall be deemed a part of the resulting contract. (See Attachment B)

**XIV. Subcontractor's Certification**

Prior to the award of any subcontract, regardless of tier, the prospective subcontractor must execute and submit to the Prime Contractor a subcontractor's certification setting forth the subcontractor's compliance with this program, which shall be deemed a part of the resulting subcontract. (See Attachment C)

**XV. Compliance - Information, Reports and Sanctions**

1. The Contractor will provide all information and reports Required by the administering department or, the City on instruction issued by either of them and will permit access to its facilities and any books, records, accounts and other sources of information which may be determined by the City to affect the employment of personnel. This provision shall apply only to information pertinent to the City's supplementary affirmative action contract requirements. Where information required is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the administering department or the City as appropriate and shall set forth what efforts he/she has made to obtain the information.

2. Whenever the administering department, the City, or the Liaison Committee believes the General Contractor or any Subcontractor may not-, be operating in compliance with the terms of this Section, the City directly, or through its designated agent, shall conduct an appropriate investigation, and may confer with the parties, to determine if such Contractor is operating in compliance with the terms of this Section. If the City or its agent finds the General Contractor or any Subcontractor not in compliance, it shall make a preliminary report on non-compliance, and notify such Contractor in writing of such steps as will in the judgement of the City or its agent bring such Contractor into compliance. In the event, that such Contractor fails or refuses to fully perform such steps, the City shall make a final report of non-compliance, and recommend to the administering department the imposition of one or more of the sanctions listed below. If, however, the City believes the General Contractor or any Subcontractor has taken or is taking every possible measure to achieve compliance, it shall not make a final report of non-compliance. within fourteen days at the receipt of the recommendations of the City, the administering department shall move to impose one or more of the following sanctions, as it may deem appropriate to attain full and effective enforcement:

(a) The recovery by the administering department from the General Contractor of 1/100 of 11 of the contract award price or \$1000 whichever sum is greater, in the nature of liquidated damages or if a Subcontractor is in non-compliance, the recovery by the administering department from the General Contractor, to be assessed by the General Contractor as a back charge against the Subcontractor, of 1/10 of 1% of the sub-contract price, or \$400 whichever sum is greater, in the nature of liquidated damages, for each week that such party fails or refuses to comply

(b) The suspension of any payment of part thereof due under the contract until such time as the General Contractor or any Subcontractor is able to demonstrate his compliance with the terms of the contract;

(c) The termination, or cancellation, of the contract, in whole or in part, unless the General Contractor or any Subcontractor is able to demonstrate within a specified time his/her compliance with the terms of the City's affirmative action construction contract requirements; OR,

(d) The denial to the General Contractor or any Subcontractor of the right to participate in any future contracts awarded by the administering department for a period of up to three years.

3. If at any time after the imposition of one or more of the above sanctions (unless the contract has been terminated), a Contractor is able to demonstrate that he/she is in compliance with this section, he/she may request the City to suspend the sanctions conditionally pending a final determination by the City as to whether the Contractor is in compliance. Upon final determination of the City, the administering department, based upon the recommendation of the City, shall either lift the sanctions or continue them.
4. Sanctions enumerated under Section XV shall not be imposed by the City except after the General Contractor or Subcontractor have had an opportunity for full and fair hearing with City. The non-compliance investigation shall be initiated without prior notice to the contractor. Any sanctions to be imposed shall be set forth fully and completely in writing, and may then be appealed to the City in writing by the Contractor.

.XIV. Severability

The provisions of this section are severable, and if any of these provisions shall be held unconstitutional by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions.

# FAIR EMPLOYMENT LAW

The Fair Employment Law declares that it is illegal to discriminate on the basis of race, color, religious creed, national origin, sex, sexual orientation, age, ancestry or disability

## IT IS UNLAWFUL:

- to print or circulate any advertisement or use any application form which directly or indirectly specifies any limitation on the basis of race, color, religious creed, national origin, sex, sexual orientation, age, ancestry or disability.
- to discharge or refuse to hire any individual on the basis of their race, color, religious creed, national origin, sex, sexual orientation, age, ancestry, or disability.
- to discriminate against any individual in matters relating to compensation, terms, conditions, or privileges of employment because of their race, color, religious creed, national origin, sex, sexual orientation, age, ancestry or disability.
- to require a woman to leave her job at some arbitrary stage in her pregnancy or to refuse to let her return to work until a specified time set by the employer.
- to grant a female employee at least eight weeks leave for purposes of childbirth or to treat her absence differently than any other absence due to disability.
- to require an employee to remain at work during any day or part thereof that s/he observes as a religious holiday provided that the employee gives a ten-day notice and the absence does not cause undue hardship to the employer.
- to discharge or refuse to hire any person because of their failure to furnish information concerning admission to a center for the treatment of mentally ill persons.
- to discriminate against a job applicant for failure to furnish information, written or oral, concerning: A) an arrest, detention or disposition regarding a violation of law in which no conviction resulted; B) a first conviction for any of the following misdemeanors: driving under the influence, simple assault, speeding, minor traffic violations, disturbance of the peace; or C) conviction for a misdemeanor where the date of the conviction or end of period of incarceration, if any, occurred more than five years prior to the employment application, and the applicant has not been convicted of any offense within the five years immediately before the date of application.

## RETALIATION

It is illegal to retaliate against any person because s/he has opposed any practices forbidden under this Chapter or because s/he has filed a complaint, testified, or assisted in any proceeding before the Commission. It is also illegal to aid, abet, incite, compel or coerce the doing of any of the acts forbidden under this Chapter or to attempt to do so.

## SEXUAL HARASSMENT

**151B:1,18** The term "sexual harassment" shall mean sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (a) submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment, or as a basis for employment decisions; (h) such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

## COMPLAINTS

All complaints must be filed in writing. Information on the filing of complaints can be obtained by contacting the MASSACHUSETTS COMMISSION AGAINST DISCRIMINATION at the following locations:

Boston office:  
One Ashburton Place  
Room 601  
Boston, MA 02108  
(617) 727-3990

Springfield office:  
436 Dwight Street  
Suite 315  
Springfield, MA 01103  
(413) 739-2145

**CITY OF NEWTON**

**WAGE RATE REQUIREMENTS**

**1. GENERAL**

- A. This section summarizes the requirements for the payment of wages to laborers and mechanics employed under the Contract.
- B. Other duties and requirements of law which may not be specified in this section apply and are inherently a part of the Contract.

**2. WAGE RATES**

- A. The rate per hour to be paid to mechanics, apprentices, teamsters, chauffeurs, and laborers employed on the Work shall not be less than the rate of wages in the attached "Minimum Wage Rates" as determined by the Commissioner of Labor and Industries. The schedule of prevailing wage rates will be updated annually for all public construction projects lasting longer than one (1) year. The contractor shall pay the prevailing wage rate set out in the applicable prevailing wage rate schedule. Increases in prevailing wage rates shall not be the basis for a change order.
- B. Keep posted on the site a legible copy of said schedule. Keep on file the wage rates and classifications of labor employed on this Work in order that they may be available for inspection by the Owner, Administrator, or the Architect.
- C. Apprentices employed pursuant to this determination of wage rates must be registered and approved by the State Apprenticeship Council wherever rates for journeymen or apprentices are not listed.
- D. Pay reserve police officers employed on the Work the prevailing rate of wages paid to regular police officers as required by M.G.L. c149, Sec. 34B, as amended. Such police officers shall be covered by Workmen's Compensation Insurance and Employers Liability Insurance by the Contractor.
- E. The Contractor and all subcontractors shall, on a weekly basis throughout the term of the contract, provide to the City of Newton certified payroll affidavits verifying compliance with M.G.L. c.149, Sec. 27, 27A and 27B.
- F. The Contractor and all subcontractors shall provide a Statement of Compliance within 15 days of the completion of its portion of the work. This statement shall be submitted to the Owner on the form found elsewhere in this section.
- G. The Contractor shall maintain accurate and complete records, including payroll records, during the Contract term and for three years thereafter.

**END OF SECTION**

# **The Massachusetts Prevailing Wage Law**

## **M.G.L. ch. 149, §§ 26 – 27**

### **NOTICE TO AWARDING AUTHORITIES**

- 'The enclosed wage schedule applies only to the specific project listed at the top and will be updated for any public construction project lasting longer than one (1) year.
- 'You should request an updated wage schedule from the Division of Occupational Safety if you have not opened bids or selected a contractor within 90 days of the date of issuance of the enclosed wage schedule.
- 'The wage schedule shall be incorporated in any advertisement or call for bids for the project for which it has been issued.
- 'Once a contractor has been selected by the awarding authority, the wage schedule shall be made a part of the contract for that project.

### **NOTICE TO CONTRACTORS**

- The enclosed wage schedule, and any updated schedule, must be posted in a conspicuous place at the work site during the life of the project.
- The wages listed on the enclosed wage schedule must be paid to employees on public works projects regardless of whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- The enclosed wage schedule applies to all phases of the project including the final clean-up. Contractors whose only role is to perform final clean-up must pay their employees according to this wage schedule.
- All apprentices must be registered with the Massachusetts Division of Apprentice Training in order to be paid at the reduced apprentice rates. If a worker is not registered with the Division of Apprentice Training, they must be paid the “total rate” listed on the wage schedule regardless of experience or skill level. For further information, please call (617) 727-3486 or write to the Division of Apprentice Training, 399 Washington Street, 4th Floor, Boston, MA 02108



DEVAL L. PATRICK  
Governor  
TIMOTHY P. MURRAY  
Lieutenant Governor

THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DIVISION OF OCCUPATIONAL SAFETY

Prevailing Wage Rates

As determined by the Commissioner under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



SUZANNE M. BUMP  
Secretary of Labor and Workforce Development  
GEORGE NOEL  
Director of Labor  
LAURA M. MARLIN  
Commissioner of Division of Occupational Safety

Awarding Authority: City of Newton

Contract Number: 10-04

City/Town: NEWTON

Description Of Work: Reconstruct an existing roadway pavement surface.

Job Location: Bencliffe Circle

Classification	Effective Dates and Total Rates					
Construction						
(2 AXLE) DRIVER - EQUIPMENT	12/01/2008	\$42,260				
(3 AXLE) DRIVER - EQUIPMENT	12/01/2008	\$42,330				
(4 & 5 AXLE) DRIVER - EQUIPMENT	12/01/2008	\$42,430				
ADS/SUBMERSIBLE PILOT	08/01/2008	\$97,960	08/01/2009	\$102,480	08/01/2010	\$107,460
	08/01/2011	\$112,980				
AIR TRACK OPERATOR	06/01/2009	\$46,830	12/01/2009	\$47,830	06/01/2010	\$48,830
	12/01/2010	\$50,100	06/01/2011	\$51,100	12/01/2011	\$52,330
ASBESTOS REMOVER - PIPE/MECH. EQUIPT.	06/01/2009	\$39,230	12/01/2009	\$40,230		
ASPHALT RAKER	06/01/2009	\$46,330	12/01/2009	\$47,330	06/01/2010	\$48,330
	12/01/2010	\$49,600	06/01/2011	\$50,600	12/01/2011	\$51,830
ASPHALT/CONCRETE CRUSHER PLANT-ON SITE	06/01/2009	\$57,410	12/01/2009	\$58,530	06/01/2010	\$59,780
	12/01/2010	\$61,030				
BACKHOE/FRONT-END LOADER	06/01/2009	\$57,410	12/01/2009	\$58,530	06/01/2010	\$59,780
	12/01/2010	\$61,030				
BARC O-TYPE JUMPING TAMPER	06/01/2009	\$46,330	12/01/2009	\$47,330	06/01/2010	\$48,330
	12/01/2010	\$49,600	06/01/2011	\$50,600	12/01/2011	\$51,830
BLOCK PAVER, RAMMER / CURB SETTER	06/01/2009	\$46,830	12/01/2009	\$47,830	06/01/2010	\$48,830
	12/01/2010	\$50,100	06/01/2011	\$51,100	12/01/2011	\$52,330
BOILER MAKER	10/01/2008	\$54,800				
APPRENTICE: BOILERMAKER - Local 29						
Ratio	Step	1	2	3	4	5
1:5	%	65.00	65.00	70.00	75.00	80.00
						85.00
						90.00
						95.00
BRICK/STONE/ARTIFICIAL MASONRY (INCL. MAS ONRY WATERPROOFING)	02/01/2009	\$65,330	08/01/2009	\$67,120	02/01/2010	\$68,010
	08/01/2010	\$69,910	02/01/2011	\$70,900	08/01/2011	\$73,000
	02/01/2012	\$73,990				
APPRENTICE: BRICK/PLASTER/CEMENT MASON - Local 3 Newton						
Ratio	Step	1	2	3	4	5
1:5	%	50.00	60.00	70.00	80.00	90.00
BULLDOZER/GRADER/SCRAPER	06/01/2009	\$57,090	12/01/2009	\$58,190	06/01/2010	\$59,430
	12/01/2010	\$60,680				
CAISSON & UNDERPINNING BOTTOM MAN	06/01/2009	\$47,200	12/01/2009	\$48,200	06/01/2010	\$49,200
	12/01/2010	\$50,430	06/01/2011	\$51,430	12/01/2011	\$52,700
CAISSON & UNDERPINNING LAB ORER	06/01/2009	\$46,100	12/01/2009	\$47,100	06/01/2010	\$48,100
	12/01/2010	\$49,330	06/01/2011	\$50,330	12/01/2011	\$51,600
CAISSON & UNDERPINNING TOP MAN	06/01/2009	\$46,100	12/01/2009	\$47,100	06/01/2010	\$48,100
	12/01/2010	\$49,330	06/01/2011	\$50,330	12/01/2011	\$51,600
CARBIDE CORE DRILL OPERATOR	06/01/2009	\$46,330	12/01/2009	\$47,330	06/01/2010	\$48,330
	12/01/2010	\$49,600	06/01/2011	\$50,600	12/01/2011	\$51,830
CARPENTER	03/01/2009	\$52,770				

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27B. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

Issue Date: 07/24/2009

Wage Request Number: 20090724-003

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DEVAL L. PATRICK  
Governor  
TIMOTHY P. MURRAY  
Commissioner

THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DIVISION OF OCCUPATIONAL SAFETY

Prevailing Wage Rates

As determined by the Commissioner under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



SUZANNE M. BUMP  
Secretary of Labor and Workforce Development  
GEORGE NEEL  
Director of Labor  
LAURA M. MARLIN  
Commissioner of Division of Occupational Safety

Awarding Authority: City of Newton

Contract Number: 10-04

City/Town: NEWTON

Description Of Work: Reconstruct an existing roadway pavement surface.

Job Location: Bencliffe Circle

Classification		Effective Dates and Total Rates									
APPENDIX E: CARPENTER - Zone 2 Eastern MA											
Rate	Step	1	2	3	4	5	6	7	8		
1.5	%	50.00	60.00	70.00	75.00	80.00	80.00	90.00	90.00		
CEMENT MAS ONRY/PLASTERING						02/01/2009	\$64.110	08/01/2009	\$65.510	02/01/2010	\$66.200
						08/01/2010	\$67.670	02/01/2011	\$68.440	08/01/2011	\$70.060
						02/01/2012	\$70.830				
CHAINSAW OPERATOR						06/01/2009	\$46.330	12/01/2009	\$47.330	06/01/2010	\$48.330
						12/01/2010	\$49.600	06/01/2011	\$50.600	12/01/2011	\$51.830
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES						06/01/2009	\$57.410	12/01/2009	\$58.530	06/01/2010	\$59.780
						12/01/2010	\$61.030				
COMPRESSOR OPERATOR						06/01/2009	\$47.070	12/01/2009	\$47.890	06/01/2010	\$48.810
						12/01/2010	\$49.740				
DELEADER (BRIDGE)						07/01/2009	\$62.260	01/01/2010	\$63.410		
DEMO: ADZEMAN						06/01/2009	\$46.100	12/01/2009	\$47.100	06/01/2010	\$48.100
						12/01/2010	\$49.330	06/01/2011	\$50.330	12/01/2011	\$51.600
DEMO: BACKHOE/LOADER/HAMMER OPERATOR						06/01/2009	\$47.100	12/01/2009	\$48.100	06/01/2010	\$49.100
						12/01/2010	\$50.330	06/01/2011	\$51.330	12/01/2011	\$52.600
DEMO: BURNERS						06/01/2009	\$46.830	12/01/2009	\$47.830	06/01/2010	\$48.830
						12/01/2010	\$50.100	06/01/2011	\$51.100	12/01/2011	\$52.330
DEMO: CONCRETE CUTTERS/SAWYER						06/01/2009	\$47.100	12/01/2009	\$48.100	06/01/2010	\$49.100
						12/01/2010	\$50.330	06/01/2011	\$51.330	12/01/2011	\$52.600
DEMO: JACKHAMMER OPERATOR						06/01/2009	\$46.830	12/01/2009	\$47.830	06/01/2010	\$48.830
						12/01/2010	\$50.100	06/01/2011	\$51.100	12/01/2011	\$52.330
DEMO: WRECKING LABORER						06/01/2009	\$46.100	12/01/2009	\$47.100	06/01/2010	\$48.100
						12/01/2010	\$49.330	06/01/2011	\$50.330	12/01/2011	\$51.600
DIRECTIONAL DRILL MACHINE OPERATOR						06/01/2009	\$57.090	12/01/2009	\$58.190	06/01/2010	\$59.430
						12/01/2010	\$60.680				
DIVER						08/01/2008	\$72.590	08/01/2009	\$75.600	08/01/2010	\$78.890
						08/01/2011	\$82.740				
DIVER TENDER						08/01/2008	\$58.090	08/01/2009	\$60.240	08/01/2010	\$62.590
						08/01/2011	\$65.340				
DIVER TENDER (EFFLUENT)						08/01/2008	\$76.210	08/01/2009	\$79.440	08/01/2010	\$82.960
						08/01/2011	\$87.090				
DIVERS/LURRY (EFFLUENT)						08/01/2008	\$97.960	08/01/2009	\$102.480	08/01/2010	\$107.410
						08/01/2011	\$113.190				
ELECTRICIAN						03/01/2009	\$63.530	09/01/2009	\$64.780	03/01/2010	\$66.020
						09/01/2010	\$67.260	03/01/2011	\$68.490		

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27B. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

Issue Date: 07/24/2009

Wage Request Number: 20090724-003

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DEVAL L. PAIRICK  
Governor  
TIMOTHY P. MURRAY  
Lieutenant Governor

THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DIVISION OF OCCUPATIONAL SAFETY

Prevailing Wage Rates

As determined by the Commissioner under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



SUZANNE M. BUMP  
Secretary of Labor and Workforce Development  
GEORGE NOEL  
Director of Labor  
LAURA M. MARLIN  
Commissioner of Division of Occupational Safety

Awarding Authority: City of Newton

Contract Number: 10-04

City/Town: NEWTON

Description Of Work: Reconstruct an existing roadway pavement surface.

Job Location: Bencliffe Circle

Classification		Effective Dates and Total Rates									
APPRENTICE: ELECTRICIAN - Local 103											
Rate	Step	1	2	3	4	5	6	7	8	9	10
23.00	%	40.00	40.00	45.00	45.00	50.00	55.00	60.00	65.00	70.00	75.00
App Ex 1/1/03; 30.05/40.45/50.55/60.55/70/75/80											
ELEVATOR CONSTRUCTOR						01/01/2009	\$63.690	01/01/2010	\$65.190	01/01/2011	\$66.690
						01/01/2012	\$68.190				
APPRENTICE: ELEVATOR CONSTRUCTOR - Local 4											
Rate	Step	1	2	3	4	5					
11.00	%	50.00	55.00	60.00	70.00	80.00					
Step 1-2 ann 4 mos; Step 3-5 ann 1 year											
ELEVATOR CONSTRUCTOR HELPER						01/01/2009	\$49.830	01/01/2010	\$51.330	01/01/2011	\$52.830
						01/01/2012	\$54.330				
FENCE & GUARD RAIL ERECTOR						06/01/2009	\$46.330	12/01/2009	\$47.330	06/01/2010	\$48.330
						12/01/2010	\$49.600	06/01/2011	\$50.600	12/01/2011	\$51.830
FIELD ENG. - INST. PERSON (BLDG, SITE, HVY CONST)						05/01/2009	\$54.780	11/01/2009	\$55.890	05/01/2010	\$56.990
						11/01/2010	\$58.230	05/01/2011	\$59.470		
FIELD ENG. - ROD PERSON (BLDG, SITE, HVY CONST)						05/01/2009	\$40.260	11/01/2009	\$40.910	05/01/2010	\$41.560
						11/01/2010	\$42.290	05/01/2011	\$43.020		
FIELD ENG.-CHIEF OF PARTY (BLDG, SITE, HVY CONST)						05/01/2009	\$56.140	11/01/2009	\$57.230	05/01/2010	\$58.360
						11/01/2010	\$59.610	05/01/2011	\$60.860		
FIRE ALARM INSTALLER						03/01/2009	\$63.530	09/01/2009	\$64.780	03/01/2010	\$66.020
						09/01/2010	\$67.260	03/01/2011	\$68.490		
FIRE ALARM REPAIR / MAINTENANCE						03/01/2009	\$51.620	09/01/2009	\$52.540	03/01/2010	\$53.470
						09/01/2010	\$54.410	03/01/2011	\$55.330		
FIREMAN (ASST. ENGINEER)						06/01/2009	\$51.780	12/01/2009	\$52.740	06/01/2010	\$53.810
						12/01/2010	\$54.890				
FLAGGER & SIGNALER						06/01/2009	\$35.100	12/01/2009	\$35.100	06/01/2010	\$36.100
						12/01/2010	\$36.100	06/01/2011	\$37.100	12/01/2011	\$37.100
FLOORCOVERER						03/01/2009	\$58.380				
APPRENTICE: FLOORCOVERER - Local 2148 Zone I											
Rate	Step	1	2	3	4	5	6	7	8		
11.00	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	85.00		
Step ann 750 hrs.											
FORK LIFT/CHERRY PICKER						06/01/2009	\$57.410	12/01/2009	\$58.530	06/01/2010	\$59.780
						12/01/2010	\$61.030				
GENERATOR/LIGHTING PLANT/HEATERS						06/01/2009	\$47.070	12/01/2009	\$47.890	06/01/2010	\$48.810
						12/01/2010	\$49.740				

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Issue Date: 07/24/2009

Wage Request Number: 20090724-003

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DEVAL L. PATRICK  
Governor  
TIMOTHY P. MURRAY  
Lieutenant Governor

THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DIVISION OF OCCUPATIONAL SAFETY

Prevailing Wage Rates

As determined by the Commissioner under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



SUZANNE M. BUMP  
Secretary of Labor and Workforce Development  
GEORGE NOEL  
Director of Labor  
LAURA M. MARLIN  
Commissioner of Division of Occupational Safety

Awarding Authority: City of Newton

Contract Number: 10-04

City/Town: NEWTON

Description Of Work: Reconstruct an existing roadway pavement surface.

Job Location: Bencliffe Circle

Classification		Effective Dates and Total Rates							
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)		07/01/2009	\$51.760	01/01/2010	\$52.910				
APPRENTICE: GLAZIER - Local 33 Zone 2									
Ratio	Step	1	2	3	4	5	6	7	8
1:1	%	50.00	53.00	60.00	65.00	70.00	75.00	80.00	90.00
Step am 750 hrs.									
HOISTING ENGINEER/CRANES/GRADALLS		06/01/2009	\$57.410	12/01/2009	\$58.530	06/01/2010	\$59.780		
		12/01/2010	\$61.030						
APPRENTICE: HOIST/CRANE ENG - Local 4									
Ratio	Step	1	2	3	4	5	6	7	8
1:4	%	55.00	60.00	65.00	70.00	75.00	80.00	85.00	90.00
HVAC (DUCTWORK)		02/01/2009	\$61.020	08/01/2009	\$62.270	02/01/2010	\$63.520		
HVAC (ELECTRICAL CONTROLS)		03/01/2009	\$63.530	09/01/2009	\$64.780	03/01/2010	\$66.020		
		09/01/2010	\$67.260	03/01/2011	\$68.490				
HVAC (TESTING AND BALANCING - AIR)		02/01/2009	\$61.020	08/01/2009	\$62.270	02/01/2010	\$63.520		
HVAC (TESTING AND BALANCING - WATER)		03/01/2009	\$65.980	09/01/2009	\$67.480	03/01/2010	\$68.730		
HVAC MECHANIC		03/01/2009	\$65.980	09/01/2009	\$67.480	03/01/2010	\$68.730		
HYDRAULIC DRILLS		06/01/2009	\$46.830	12/01/2009	\$47.830	06/01/2010	\$48.830		
		12/01/2010	\$50.100	06/01/2011	\$51.100	12/01/2011	\$52.330		
INSULATOR (PIPES & TANKS)		09/01/2008	\$56.860	09/01/2009	\$59.260	09/01/2010	\$61.660		
APPRENTICE: ASBESTOS INSULATOR (Pipe & Tank) - Local Boston									
Ratio	Step	1	2	3	4				
1:4	%	50.00	60.00	70.00	80.00				
Step am 1 year									
IRONWORKER/WELDER		03/16/2009	\$58.230	09/16/2009	\$59.580	03/16/2010	\$60.980		
APPRENTICE: IRONWORKER - Local 7									
Ratio	Step	1	2	3	4	5	6		
	%	60.00	70.00	75.00	80.00	85.00	90.00		
Structural 1-4; Ornamental 11-4									
JACKHAMMER & PAVING BREAKER OPERATOR		06/01/2009	\$46.330	12/01/2009	\$47.330	06/01/2010	\$48.330		
		12/01/2010	\$49.600	06/01/2011	\$50.600	12/01/2011	\$51.830		
LABORER		06/01/2009	\$46.100	12/01/2009	\$47.100	06/01/2010	\$48.100		
		12/01/2010	\$49.330	06/01/2011	\$50.330	12/01/2011	\$51.600		
APPRENTICE: LABORER - Zone 1									
Ratio	Step	1	2	3	4				
1:5	%	60.00	70.00	80.00	90.00				

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Issue Date: 07/24/2009

Wage Request Number: 20090724-003

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DEVAL L. PATRICK  
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THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DIVISION OF OCCUPATIONAL SAFETY

Prevailing Wage Rates

As determined by the Commissioner under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



SUZANNE M. BUMP  
Secretary of Labor and Workforce Development  
GEORGE NOEL  
Director of Labor  
LAURA M. MARLIN  
Commissioner of Division of Occupational Safety

Awarding Authority: City of Newton

Contract Number: 10-04

City/Town: NEWTON

Description Of Work: Reconstruct an existing roadway pavement surface.

Job Location: Bencliffe Circle

Classification	Effective Dates and Total Rates							
LABORER: CARPENTER TENDER	06/01/2009	\$46.100	12/01/2009	\$47.100	06/01/2010	\$48.100		
	12/01/2010	\$49.330	06/01/2011	\$50.330	12/01/2011	\$51.600		
LABORER: CEMENT FINISHER TENDER	06/01/2009	\$46.100	12/01/2009	\$47.100	06/01/2010	\$48.100		
	12/01/2010	\$49.330	06/01/2011	\$50.330	12/01/2011	\$51.600		
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER	06/01/2009	\$46.100	12/01/2009	\$47.100	06/01/2010	\$48.100		
	12/01/2010	\$49.330	06/01/2011	\$50.330	12/01/2011	\$51.600		
LABORER: MASON TENDER	06/01/2009	\$46.330	12/01/2009	\$47.330	06/01/2010	\$48.330		
	12/01/2010	\$49.600	06/01/2011	\$50.600	12/01/2011	\$51.830		
LABORER: MULTI-TRADE TENDER	06/01/2009	\$46.100	12/01/2009	\$47.100	06/01/2010	\$48.100		
	12/01/2010	\$49.330	06/01/2011	\$50.330	12/01/2011	\$51.600		
LABORER: TREE REMOVER	06/01/2009	\$46.100	12/01/2009	\$47.100	06/01/2010	\$48.100		
	12/01/2010	\$49.330	06/01/2011	\$50.330	12/01/2011	\$51.600		
This classification applies to the wholesale removal of standing trees including all associated trimming of branches and limbs, and applies to the removal of branches at locations not on or around utility lines.								
LASER BEAM OPERATOR	06/01/2009	\$46.330	12/01/2009	\$47.330	06/01/2010	\$48.330		
	12/01/2010	\$49.600	06/01/2011	\$50.600	12/01/2011	\$51.830		
MARBLE & TILE FINISHERS	02/01/2009	\$54.800	08/01/2009	\$56.240	02/01/2010	\$56.930		
	08/01/2010	\$58.470	02/01/2011	\$59.270	08/01/2011	\$60.930		
	02/01/2012	\$61.740						
APPRENTICE: MARBLE-TILE-TERRAZZO FINISHER - Local 3 Marble & Tile								
Ratio	Step	1	2	3	4	5		
1:3	%	50.00	60.00	70.00	80.00	90.00		
						Step and 800 hrs.		
MARBLE MASONS, TILELAYERS & TERRAZZO MECH	02/01/2009	\$65.360	08/01/2009	\$67.160	02/01/2010	\$68.030		
	08/01/2010	\$69.930	02/01/2011	\$70.940	08/01/2011	\$73.040		
	02/01/2012	\$74.030						
APPRENTICE: MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile								
Ratio	Step	1	2	3	4	5		
1:3	%	50.00	60.00	70.00	80.00	90.00		
MECH. SWEEPER OPERATOR (NON-CONSTRUCTION)	07/01/2009	\$28.300	07/01/2010	\$29.000	07/01/2011	\$29.700		
MECH. SWEEPER OPERATOR (ON CONST. SITES)	06/01/2009	\$57.090	12/01/2009	\$58.190	06/01/2010	\$59.430		
	12/01/2010	\$60.680						
MECHANICS MAINTENANCE	06/01/2009	\$57.090	12/01/2009	\$58.190	06/01/2010	\$59.430		
	12/01/2010	\$60.680						
MILLWRIGHT (Zone 1)	03/01/2009	\$54.400						
APPRENTICE: MILLWRIGHT - Local 1121 Zone 1								
Ratio	Step	1	2	3	4	5	6	7
1:3	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00
							85.00	

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Issue Date: 07/24/2009

Wage Request Number: 20090724-003

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DEVAL L. PATRICK  
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THE COMMONWEALTH OF MASSACHUSETTS  
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DIVISION OF OCCUPATIONAL SAFETY

Prevailing Wage Rates

As determined by the Commissioner under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



SUZANNE M. BUMP  
Secretary of Labor and Workforce Development  
GEORGE NIEL  
Director of Labor  
LAURA M. MARLIN  
Commissioner of Division of Occupational Safety

Awarding Authority: City of Newton

Contract Number: 10-04

City/Town: NEWTON

Description Of Work: Reconstruct an existing roadway pavement surface.

Job Location: Bencliffe Circle

Classification	Effective Dates and Total Rates										
MORTAR MIXER						06/01/2009	\$46.350	12/01/2009	\$47.350	06/01/2010	\$48.350
						12/01/2010	\$49.600	06/01/2011	\$50.600	12/01/2011	\$51.850
OILER (OTHER THAN TRUCK CRANES, GRADALLS)						06/01/2009	\$41.090	12/01/2009	\$41.750	06/01/2010	\$42.480
						12/01/2010	\$43.220				
OILER (TRUCK CRANES, GRADALLS)						06/01/2009	\$43.990	12/01/2009	\$44.720	06/01/2010	\$45.550
						12/01/2010	\$46.380				
OTHER POWER DRIVEN EQUIPMENT - CLASS II						06/01/2009	\$57.090	12/01/2009	\$58.190	06/01/2010	\$59.430
						12/01/2010	\$60.680				
PAINTER (BRIDGES/TANKS)						07/01/2009	\$62.260	01/01/2010	\$63.410		
APPRENTICE: PAINTER - Local 35 Zone 2											
Ratio	Step	1	2	3	4	5	6	7	8		
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00		
Step is 750 hrs.											
PAINTER (SPRAY ORS SANDBLAST, NEW) *						07/01/2009	\$53.160	01/01/2010	\$54.310		
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.											
APPRENTICE: PAINTER - Local 35 Zone 2											
Ratio	Step	1	2	3	4	5	6	7	8		
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00		
Step is 750 hrs.											
PAINTER (SPRAY ORS SANDBLAST, REPAINT)						07/01/2009	\$51.220	01/01/2010	\$52.370		
APPRENTICE: PAINTER - Local 35 Zone 2											
Ratio	Step	1	2	3	4	5	6	7	8		
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00		
Step is 750 hrs.											
PAINTER (TRAFFIC MARKINGS)						06/01/2009	\$46.100	12/01/2009	\$47.100	06/01/2010	\$48.100
						12/01/2010	\$49.350	06/01/2011	\$50.350	12/01/2011	\$51.600
PAINTER / TAPER (BRUSH, NEW) *						07/01/2009	\$51.760	01/01/2010	\$52.910		
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used.											
APPRENTICE: PAINTER - Local 35 Zone 2											
Ratio	Step	1	2	3	4	5	6	7	8		
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00		
Step is 750 hrs.											
PAINTER / TAPER (BRUSH, REPAINT)						07/01/2009	\$49.820	01/01/2010	\$50.970		

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Wage Request Number: 20090724-003

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As determined by the Commissioner under the provisions of the  
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GEORGE NOEL  
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LAURA M. MARLIN  
Commissioner of Division of Occupational Safety

Awarding Authority: City of Newton

Contract Number: 10-04

City/Town: NEWTON

Description Of Work: Reconstruct an existing roadway pavement surface.

Job Location: Bencliffe Circle

Classification		Effective Dates and Total Rates									
APPRENTICE: PAINTER - Local 33 Zone 2											
Ratio	Step	1	2	3	4	5	6	7	8		
1:1	%	50.00	55.00	60.00	65.00	70.00	75.00	80.00	90.00		
Step is 750 hrs.											
PANEL & PICKUP TRUCKS DRIVER						12/01/2008	\$42.090				
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK)						08/01/2008	\$58.090	08/01/2009	\$60.240	08/01/2010	\$62.590
						08/01/2011	\$65.340				
PILE DRIVER						08/01/2008	\$58.090	08/01/2009	\$60.240	08/01/2010	\$62.590
						08/01/2011	\$65.340				
APPRENTICE: PILE DRIVER - Local 34 Zone 1											
Ratio	Step	1	2	3	4	5	6	7	8		
1:3	%	60.00	65.00	70.00	75.00	80.00	85.00	90.00	95.00		
PIPEFITTER & STEAMFITTER						03/01/2009	\$65.980	09/01/2009	\$67.480	03/01/2010	\$68.730
APPRENTICE: PIPEFITTER - Local 337											
Ratio	Step	1	2	3	4	5					
**	%	40.00	45.00	60.00	70.00	80.00					
**1:3; 3:1.5; 1:1.0 thereafter						Step is 1 yr. Refrig/AC Mechanic Steps & Hrs Same as above					
Refrig/AC Mechanic **1:1; 1:2; 2:4; 3:4; 4:8; 5:10; 6:12; 7:14; 8:17; 9:20; 10:23 (Max)											
PIPELAYER						06/01/2009	\$46.330	12/01/2009	\$47.330	06/01/2010	\$48.330
						12/01/2010	\$49.600	06/01/2011	\$50.600	12/01/2011	\$51.830
PLUMBERS & GAS FITTERS						03/01/2009	\$65.500	09/01/2009	\$67.000	03/01/2010	\$68.230
APPRENTICE: PLUMBER - Local 12											
Ratio	Step	1	2	3	4	5					
**	%	35.00	40.00	55.00	65.00	75.00					
**1:2; 2:4; 3:10; 4:14; 5:19						Step is 1 year; Step 4 w/ license-70; Step 5 w/ license-80					
PNEUMATIC CONTROLS (TEMP.)						03/01/2009	\$65.980	09/01/2009	\$67.480	03/01/2010	\$68.730
PNEUMATIC DRILL/TOOL OPERATOR						06/01/2009	\$46.330	12/01/2009	\$47.330	06/01/2010	\$48.330
						12/01/2010	\$49.600	06/01/2011	\$50.600	12/01/2011	\$51.830
POWDERMAN & BLASTER						06/01/2009	\$47.100	12/01/2009	\$48.100	06/01/2010	\$49.100
						12/01/2010	\$50.330	06/01/2011	\$51.330	12/01/2011	\$52.600
POWER SHOVEL/DERRICK/TRENCHING MACHINE						06/01/2009	\$57.410	12/01/2009	\$58.530	06/01/2010	\$59.780
						12/01/2010	\$61.030				
PUMP OPERATOR (CONCRETE)						06/01/2009	\$57.410	12/01/2009	\$58.530	06/01/2010	\$59.780
						12/01/2010	\$61.030				
PUMP OPERATOR (DEWATERING, OTHER)						06/01/2009	\$47.070	12/01/2009	\$47.890	06/01/2010	\$48.810
						12/01/2010	\$49.740				
READY-MIX CONCRETE DRIVER						05/01/2009	\$40.520	05/01/2010	\$41.080	05/01/2011	\$41.690

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27B. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

Issue Date: 07/24/2009

Wage Request Number: 20090724-003

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DEVAL L. PATRICK  
Governor  
TIMOTHY P. MURRAY  
Lieutenant Governor

THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DIVISION OF OCCUPATIONAL SAFETY

Prevailing Wage Rates

As determined by the Commissioner under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



SUZANNE M. BUMP  
Secretary of Labor and Workforce Development  
GEORGE NOEL  
Director of Labor  
LAURA M. MARLIN  
Commissioner of Division of Occupational Safety

Awarding Authority: City of Newton

Contract Number: 10-04

City/Town: NEWTON

Description Of Work: Reconstruct an existing roadway pavement surface.

Job Location: Bencliffe Circle

Classification	Effective Dates and Total Rates			
RECLAIMERS	06/01/2009	\$57.090	12/01/2009	\$58.190
	12/01/2010	\$60.680		
RESIDENTIAL WOOD FRAME CARPENTER **	04/01/2009	\$35.620		
** The Residential Wood Frame Carpenter classification applies only to the construction of new wood frame residences that do not exceed four stories including the basement.				
RIDE-ON MOTORIZED BUGGY OPERATOR	06/01/2009	\$46.330	12/01/2009	\$47.330
	12/01/2010	\$49.600	06/01/2011	\$50.600
ROLLERS/SPREADER/MULCHING MACHINE	06/01/2009	\$57.090	12/01/2009	\$58.190
	12/01/2010	\$60.680		
ROOFER (Inc Roofer Waterproofing & Roofer Damproofg)	02/01/2009	\$53.860		
APPRENTICE: ROOFER - Local33				
Ratio Step	1	2	3	4
** %	50.00	60.00	65.00	75.00
**1:1, 2:4, 10 thereafter 1:10 (or portion thereof) Step 1 is 2000 hrs; Step 2-5 are 1000 hrs.				
Roofer (Reroofing): Same Steps and Hours as Above **1:4; Thereafter 1:1				
SHEETMETAL WORKER	02/01/2009	\$61.020	08/01/2009	\$62.270
			02/01/2010	\$63.520
APPRENTICE: SHEET METAL WORKER - Local17-A				
Ratio Step	1	2	3	4
1:4 %	40.00	45.00	50.00	60.00
			65.00	75.00
Step 1-3 are 1 year; Step 4-7 are 6 mos.				
SIGNERECTOR	06/01/2009	\$37.780		
APPRENTICE: SIGNERECTOR - Local33 Zone 2				
Ratio Step	1	2	3	4
1:1 %	50.00	55.00	60.00	65.00
			70.00	75.00
Step 1 are 4 mos.				
SLATE/TILE/PRECAST CONCRETE ROOFER	02/01/2009	\$54.110		
SPECIALIZED EARTH MOVING EQUIP < 35 TONS	12/01/2008	\$42.530		
SPECIALIZED EARTH MOVING EQUIP > 35 TONS	12/01/2008	\$42.840		
SPRINKLER FITTER	03/16/2009	\$66.930	09/16/2009	\$68.430
			03/16/2010	\$69.700
APPRENTICE: SPRINKLER FITTER - Local330				
Ratio Step	1	2	3	4
1:1 %	40.00	45.00	50.00	55.00
			60.00	65.00
			70.00	75.00
			80.00	85.00
STEAM BOILER OPERATOR	06/01/2009	\$57.090	12/01/2009	\$58.190
	12/01/2010	\$60.680		
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN	06/01/2009	\$57.090	12/01/2009	\$58.190
	12/01/2010	\$60.680		

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27B. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

Issue Date: 07/24/2009

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DEVAL L. PATRICK  
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THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DIVISION OF OCCUPATIONAL SAFETY

Prevailing Wage Rates

As determined by the Commissioner under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



SUZANNE M. BUMP  
Secretary of Labor and Workforce Development  
GEORGE NOEL  
Director of Labor  
LAURA M. MARLIN  
Commissioner of Division of Occupational Safety

Awarding Authority: City of Newton

Contract Number: 10-04

City/Town: NEWTON

Description Of Work: Reconstruct an existing roadway pavement surface.

Job Location: Bencliffe Circle

Classification		Effective Dates and Total Rates					
TELECOMMUNICATION TECHNICIAN		03/01/2009	\$51.620	09/01/2009	\$52.540	03/01/2010	\$53.470
		09/01/2010	\$54.410	03/01/2011	\$55.330		
APPRENTICE: TELECOMMUNICATION TECHNICIAN - Local 103							
Ratio	Step	1	2	3	4	5	6
1:1	%	40.00	45.00	50.00	55.00	60.00	65.00
TERRAZZO FINISHERS							
		02/01/2009	\$64.260	08/01/2009	\$66.060	02/01/2010	\$66.930
		08/01/2010	\$68.830	02/01/2011	\$69.840	08/01/2011	\$71.940
		02/01/2012	\$72.930				
APPRENTICE: MARBLE-TILE-TERRAZZO FINISHER - Local 3 Marble & Tile							
Ratio	Step	1	2	3	4	5	
1:3	%	50.00	60.00	70.00	80.00	90.00	
Step up \$800 hr.							
TEST BORING DRILLER		06/01/2009	\$47.500	12/01/2009	\$48.500	06/01/2010	\$49.500
		12/01/2010	\$50.730	06/01/2011	\$51.730	12/01/2011	\$53.000
TEST BORING DRILLER HELPER		06/01/2009	\$46.220	12/01/2009	\$47.220	06/01/2010	\$48.220
		12/01/2010	\$49.470	06/01/2011	\$50.470	12/01/2011	\$51.720
TEST BORING LABORER		06/01/2009	\$46.100	12/01/2009	\$47.100	06/01/2010	\$48.100
		12/01/2010	\$49.330	06/01/2011	\$50.330	12/01/2011	\$51.600
TRACTORS/PORTABLE STEAM GENERATORS		06/01/2009	\$57.090	12/01/2009	\$58.190	06/01/2010	\$59.430
		12/01/2010	\$60.680				
TRAILERS FOR EARTH MOVING EQUIPMENT		12/01/2008	\$43.130				
TUNNEL WORK - COMPRESSED AIR		06/01/2009	\$58.430	12/01/2009	\$59.680	06/01/2010	\$60.930
		12/01/2010	\$62.180	06/01/2011	\$63.430	12/01/2011	\$64.680
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE)		06/01/2009	\$60.430	12/01/2009	\$61.680	06/01/2010	\$62.930
		12/01/2010	\$64.180	06/01/2011	\$65.430	12/01/2011	\$66.680
TUNNEL WORK - FREE AIR		06/01/2009	\$50.500	12/01/2009	\$51.730	06/01/2010	\$53.000
		12/01/2010	\$54.230	06/01/2011	\$55.500	12/01/2011	\$56.730
TUNNEL WORK - FREE AIR (HAZ. WASTE)		06/01/2009	\$52.500	12/01/2009	\$53.730	06/01/2010	\$55.000
		12/01/2010	\$56.230	06/01/2011	\$57.500	12/01/2011	\$58.730
VAC-HAUL		12/01/2008	\$42.530				
WAGON DRILL OPERATOR		06/01/2009	\$46.330	12/01/2009	\$47.330	06/01/2010	\$48.330
		12/01/2010	\$49.600	06/01/2011	\$50.600	12/01/2011	\$51.830
WASTE WATER PUMP OPERATOR		06/01/2009	\$57.410	12/01/2009	\$58.530	06/01/2010	\$59.780
		12/01/2010	\$61.030				
WATER METER INSTALLER		03/01/2009	\$65.500	09/01/2009	\$67.000	03/01/2010	\$68.230

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27B. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

Issue Date: 07/24/2009

Wage Request Number: 20090724-003

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DEVAL L. PAIRICK  
Governor  
TIMOTHY P. MURRAY  
Lieutenant Governor

THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DIVISION OF OCCUPATIONAL SAFETY

**Prevailing Wage Rates**

As determined by the Commissioner under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



SUZANNE M. BUMP  
Secretary of Labor and Workforce Development  
GEORGE MOEL  
Division of Labor  
LAURA M. MARLIN  
Commissioner of Division of Occupational Safety

**Awarding Authority:** City of Newton

**Contract Number:** 10-04

**City/Town:** NEWTON

**Description Of Work:** Reconstruct an existing roadway pavement surface.

**Job Location:** Bencliffe Circle

Classification	Effective Dates and Total Rates
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**Additional Apprentice Information:**

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c.23, ss. 26-27D. Apprentice ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c.23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c.23, ss. 11E-11L.

All steps are six months (1000 hours) unless otherwise specified\*\*.

- \* Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof.
- \*\* Multiple ratios are listed in the comment field.
- \*\*\* The job site ratio of 2 apprentices(App)/for every 3 journeymen(JM) is allowed as follows:  
1 JM:1 App; 2-3 JM:2 App; 4-6 JM:4 App; 7-9 JM:6 App; 10-12 JM:8 App; 13-15 JM: 10 App; etc.

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27B. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

**Issue Date:** 07/24/2009

**Wage Request Number:** 20090724-003

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## WEEKLY PAYROLL RECORDS REPORT & STATEMENT OF COMPLIANCE

In accordance with Massachusetts General Law c149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form has been printed on the reverse of this page and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

In addition, every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority. This is required to be done on a weekly basis. Once collected, the awarding authority is also required to preserve those records for three years.

In addition, each such contractor, subcontractor or public body shall furnish to the Department of Labor & Workforce Development/Division of Occupational Safety within fifteen days after completion of its portion of the work a statement, executed by the contractor, subcontractor or public body who supervises the payment of wages, in the following form:

### STATEMENT OF COMPLIANCE

\_\_\_\_\_, 200\_\_\_\_\_

I, \_\_\_\_\_,

(Name of signatory party) (Title)

do hereby state:

That I pay or supervise the payment of the persons employed by

\_\_\_\_\_ on the \_\_\_\_\_

(Contractor, subcontractor or public body)

(Building or project)

and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty nine of the General Laws.

Signature \_\_\_\_\_

Title \_\_\_\_\_

DIVISION OF OCCUPATIONAL SAFETY, 399 WASHINGTON STREET, 5<sup>TH</sup> FL., BOSTON, MA. 02108



**CITY OF NEWTON  
DEPARTMENT OF PUBLIC WORKS**

**SUMMARY OF WORK AND SPECIFIC REQUIREMENTS OF THE CONTRACT  
FOR PUBLIC WORKS CONSTRUCTION**

**I. SUMMARY OF WORK**

**A. The Work under the Contract consists of:**

**The reclamation and repaving of a twenty-nine foot (29') wide by six hundred fifty foot (650') long bituminous concrete roadway pavement surface.**

All work shall consist of furnishing any and all materials, labor, and equipment, to complete the work in accordance with the specific requirements of this Project Manual and in accordance with the specific requirements as shown on the plan numbered **N84-38890** and entitled, **City of Newton, Massachusetts, Contract Plan for the Reclamation & Repaving of Bencliffe Circle**

2. All work described in the Project Manual and/or shown on the Plan(s) unless specifically indicated as not to be done.

**B. In addition the work under the contract includes:**

1. Work outside the Project Site as called for in the Project Manual and/or Plan(s) and as required for the performance of the work.
1. The restoration of any items damaged or destroyed by encroaching upon areas outside the Project Site.
3. All labor, materials, tools, and equipment necessary to do all the work required for the completion of each item as specified, which shall limited not only to the exact intent mentioned, but shall include incidental work necessary or customarily performed for the completion of that item.
4. All items not specifically mentioned or noted in the Project Manual and/or Plan(s), but which are obviously necessary to make a complete working installation.

C. All work performed under this contract will abide by current regulations detailed under the ADA Accessibility Guidelines and Commonwealth of Massachusetts Architectural Access Board (AAB) Rule and Regulations. The City of Newton will inspect all work under this contract for compliance with the above referenced regulations especially in relation to the following:

1. No sidewalks will have side slopes greater than 1.5%.
2. No curb cut ramp (curb ramp) from sidewalk level to street level will have a slope greater than 8%.
3. When a 4' landing at the top o f the curb cut ramp (curb ramp) is not possible, no curb cut ramp (curb ramp) will have flared sides greater than 8%.
4. All curb cut ramps (curb ramps) must be constructed out of concrete.
5. All curb cut ramp (curb ramp) level landings at street level must be 5' from the curb line of the intersecting street, measured perpendicularly from the curb line of the intersecting street to closest edge of the curb cut ramp (curb ramp) level landing at street level.
6. All crosswalks must accommodate a 5' diameter maneuverable space for wheelchairs as they exit the curb cut ramp (curb ramp).

- D. The Proposed Contract Price shall be complete costs, including overhead, profit, insurance, transportation, and all other costs connected with, or incidental to the work described.

## **II. TIME FOR COMPLETION AND LIQUIDATED DAMAGES**

- A. Upon notification the Contractor shall commence the work specified in the Project Manual as directed by the City. The work shall proceed in a continuous uninterrupted fashion with adequately staffed crews, in a satisfactory manner, which will assure that the work is completed in a timely manner to the satisfaction of the City.
- B. **All work pursuant to this contract shall be completed by August 15, 2008** unless the City specifically grants an extension of time for this portion(s) of the work.
- C. Contractor's attention is directed to Article 6 of the General Conditions herein, specifically those provisions regarding abandonment of work and failure to provide timely completion of the work.

## **III. INSURANCE REQUIREMENTS**

- A. The Contractor shall carry and maintain until acceptance of the work such Workmen's Compensation, Automobile Liability, Public Liability, Contingent Public Liability, Property Damage and Contingent Property Damage Insurance, each including blasting coverage, as shall protect him and any sub-contractor performing work covered by this contract from all claims and liability for damages for personal injury, including accidental death, and for property damage which may arise from operations under this contract, whether such operations be by himself or by any sub-contractor or by any one directly or indirectly employed by either of them.
- B. The City shall be named as an additional insured on such policy.
- C. The amounts of such insurance shall be as follows:
1. Workmen's Compensation Insurance as required by Massachusetts General Law.
  2. Automobile Liability Insurance on all vehicles owned or hired for
    - a. Bodily Injury in an amount not less than \$500,000.00 for each occurrence, and not less than \$1,000,000.00 aggregate;
    - b. Property Damage in an amount not less than \$250,000.00 each occurrence, and not less than \$500,000.00 aggregate.
  3. Public Liability Insurance and Contingent Public Liability Insurance in an amount not less than \$500,000.00 for injuries, including accidental death to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000.00 on account of one accident.
  4. Property Damage Insurance and Contingent Property Damage Insurance in an amount not less than \$250,000.00 on account of one accident, and in an amount of not less than \$500,000.00 on account of all accidents.
  5. General Liability Insurance shall include Contractual Liability Insurance.
- D. Before any work is started, the successful bidder shall be required to file with the Chief Procurement Officer certificates of insurance coverage as detailed above, with policy numbers and dates of expiration.
- E. The Contractor shall indemnify, hold harmless and defend the City and its departments, officers, employees, servants, and agents from and against all actions, causes of actions, claims, demands, damages, costs, loss of services, expenses and compensation, including attorney's fees and interest arising out of or resulting directly or indirectly from the services rendered pursuant to this Contract, provided that any such action, cause of action, claim, demand, damage, cost, loss of service, expense, compensation (1) in any way grows out of bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, which (2) is caused in whole or in part by any act or omission of the Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

**IV. AUTHORITY OF CITY ENGINEER**

- A. The City Engineer shall be the official duly authorized to act for the City of Newton in the execution of the work of this contract. The above shall not be construed to revoke the authority of the Commissioner of Public Works and the Building Commissioner, to reject work not in conformance to or meeting applicable standards and specifications of the City of Newton.

**V. AUDIT AND/OR INSPECTION**

- A. The City, HUD, or the Comptroller General of the United States shall be permitted to examine and inspect all work, materials, payrolls, records of personnel, invoices of materials and other relevant data and records.

END OF SECTION

**CITY OF NEWTON**  
**SPECIAL CONDITIONS OF THE CONTRACT**  
**FOR PUBLIC WORKS CONSTRUCTION**

The following Special Conditions supplement the City of Newton General Conditions of the Contract for Public Works Construction. The following clauses relate in particular to this contract. In the event of conflict or ambiguity between the General Conditions and these Special Conditions, the Special Conditions take precedence and shall govern.

1. The Contractor shall provide such police officers as the Engineer deems necessary for the direction and control of traffic entering, passing through and leaving the site of the contract. Such officers shall wear regulation policemen's uniforms and fluorescent safety vests. The City will reimburse the Contractor for payments made for the services of all traffic officers. The Contractor is required to submit to the Engineer copies of evidence of payment.
2. Unless otherwise specified elsewhere in this contract or specifically directed by the Engineer, all excavated material shall be wasted off-site at the Contractors' expense. No City of Newton disposal area will be available for this purpose.
3. The Contractor shall make his own arrangements with the owners of land other than the City easements occupied by or used by him in the prosecution of this contract and shall hold the City harmless from any and all claims for damages caused by or arising from such occupation or use. All temporary roadways built to accommodate equipment, trucks, etc., shall be built at the Contractor's own expense.
4. The City does not guarantee the locations of existing pipes or underground conduits. The locations of these structures shown on the plans are approximate. In private lands where sprinkler systems, driveway, walk and step heating cables and/or heating pipes are encountered, the Contractor shall use due caution when excavating in the vicinity of these structures.
5. The City does not guarantee the nature of any material encountered in any excavation. The Contractor must make his own examination, by boring, test holes, or otherwise, for determining the nature of the material to be excavated or the conditions under which the work is to be performed, and make his bid in sole reliance thereon.
6. The Contractor shall clean up the entire project before the City will accept the work. All rubbish, tree stumps, boulders from any excavation, surplus excavated material, unless specifically ordered by the Engineer to do otherwise, or any other debris shall be disposed of by the Contractor. The entire area within the easements and all other areas disturbed by the Contractor shall be graded and left in a condition comparable to that as found originally and satisfactory to the Engineer. All the work mentioned in this paragraph shall be included in the Furnishing, Trenching and Laying Item.
7. All trenches and areas resurfaced by the Contractor shall be guaranteed against settlement, upheaval or failure of any kind for a period of one (1) year after the City accepts the work and he shall replace such resurfacing at his own expense. The City Engineer shall be sole judge as to what constitutes a failure and which portion of the resurfacing is to be replaced, and his decision shall be final.
8. Before starting the work and from time to time during its progress, as the Engineer may request, the Contractor shall submit to the Engineer a written description of the methods he plans to use in doing the work and the various steps he intends to take.
9. The terms "earth excavation" and "excavation" used throughout these specifications shall include all the material to be excavated and/or removed (except rock excavation) including peat, muck, roots, trees, stumps, and all other material necessary for the completion of the work to be done as specified.
10. The term "complete in place" used throughout these specifications shall include all the work to be done for the completion of the item as specified.
11. The Contractor shall cooperate with other Contractors, Utility Companies and/or City of Newton Departments that may be working on or near the work site covered by the contract. The Engineer will decide as to the respective rights of the parties involved and his decisions shall be final.
12. The Contractor shall assume all liability, financial or otherwise, in connection with this contract and shall protect and save harmless the City of Newton for any and all damages or claims that may arise because of inconveniences, delays or loss

experienced by him because of the presence and operations of other Contractors, Utility Companies and/or City of Newton Departments working near or within the limits of the contract.

13. The Contractor shall begin on receipt of written orders to do so, and the work once begun shall be continuously carried forward with a force of men adequate in the opinion of the Engineer to complete the work in a reasonable and expeditious manner, inclement and unseasonable weather conditions excepted. In the event the Engineer determines that the Contractor has not begun work on written orders to do so, or that the work once begun has been abandoned without authority, then the Engineer shall give the Contractor seventy-two (72) hours notice (Sunday excepted) to begin work, or resume work in case of abandonment. Failure of the Contractor to act within this specified time shall be deemed a breach of this contract and the Contractor shall be held liable for any damage or expense arising from such breach of contract.
14. Upon commencement of the work the Contractor shall assume full charge and care thereof and he shall take every necessary precaution against injury or damage to the work by action of the elements, or from any cause whatever, whether arising from the execution or the non-execution of the contract. The Contractor shall bear all losses resulting to him on account of the amount or character of the work or because the nature of the land in or on which the work is done is different from what was estimated or expected, or on account of the weather elements or other causes.
15. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the work occasioned by any of the above causes before the completion and final acceptance of the work, and shall bear the expense thereof.
16. All notices, demands, requests, instructions, approvals and claims must be in writing. Any such notice shall be deemed to have been given as of the time of delivery, or of actual receipt in the case of telegrams or, in the case of mailing, when it should have been received in due course of post. For communicating purposes, the office address of the Contractor shall be that stated on the signature page of the contract; that of the City shall be as stated in the Notice to Contractors. Any subsequent change in address of either party shall be communicated to the other in writing.
17. The City will furnish to the Contractor, without charge, all copies of the specifications reasonably necessary in the performance of the contract work.
18. The Contractor shall supply to the City the name and telephone number of a responsible person who may be contacted during off-hour emergencies on the project. The Contractor shall cooperate at all times with the City and the Project Manager, and ensure the cooperation of his key personnel and that of his subcontractors.
19. The work must be completed in a continuous uninterrupted operation. The Contractor must use sufficient men and adequate equipment to complete all the necessary work requirements within a minimum period of time. The work shall be conducted between the hours of 7:00 a.m. and 4:30 p.m. on Monday through Friday. No work shall be done on holidays, Saturdays or Sundays other than for emergencies, or unless specifically authorized by the City.
20. The Contractor shall, with each monthly invoice submitted during the term of this Contract, submit to the City two (2) legible copies of his payrolls documenting the wages paid to all employees performing on site labor relating to the work of this Contract. These copies shall be prepared on forms supplied by the City.
21.
  - a.) Unless specifically so stated to the contrary the use of a manufacturer's name or style number is not restrictive, and is intended solely as an identification of the type and quality of the materials and services required. In all cases, the words "or approved equal" if not inserted are implied.
  - b.) An item equal to that named or described in the specifications may upon written approval of the City be furnished by the Contractor. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the public work being contracted for or the material being purchased; (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications.
  - c.) The name and identification of all materials other than the one specifically named shall be submitted to the City in writing for approval, prior to purchase, use or fabrication of such items. Subject to the provisions of M.G.L. Ch. 30, Sec. 39J, approval shall be at the sole discretion of the City, shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the Contractor's expense.
  - d.) For the use of material other than the one specified, the Contractor shall assume the cost of and responsibility for satisfactorily accomplishing all changes in the work as shown. All directions, specifications and

recommendations by manufacturers for the installation, handling, storing, adjustment, and operation of their equipment shall be complied with and responsibility for proper performance shall continue to rest with the Contractor.

- f.) Except as otherwise provided for by the provisions of M.G.L. Ch. 30, Sec. 39J, the Contractor shall not have any right of appeal from the decision of the City condemning any materials furnished if the Contractor fails to obtain the approval for substitution in accordance with these provisions. If any substitution is more costly, the Contractor shall pay for such costs
22. In addition to other guarantees or warranties required under law or other sections of the specification, the Contractor warrants all materials furnished and labor performed under this Contract to be free from defects or errors in workmanship or installation for a period of one year from the date of Completion of the work, as certified by the Project Manager. The Contractor shall indemnify the City of Newton for the full cost of any damage to the property that may result by reason of such defects or errors and shall indemnify the City of Newton from and against any and all claims, demands, losses, costs, expenses, liabilities and damages, including reasonable attorney's fees and expenses, arising out of or on account of this Contract, including but not limited to claims brought against the City of Newton for alleged infringement of patents based upon any methods of construction or application of upon materials furnished under the Contract.
23. The Contractor shall make no excavation in any public way or utility easement unless at least forty-eight (48) hours, exclusive of Saturdays, Sundays and legal holidays, before the proposed excavation is to be made, he has given notice in writing by registered mail, of the proposed excavation to such Public Utility Companies as supply gas, electricity and telephone service in the City, to such private companies as supply cable television service in the City and also to the City of Newton Water Department. Such notice shall set forth the name of the street and a reasonably accurate description of the location in which the excavation is to be made. The Contractor shall comply with the Dig Safe Law (G.L. c. 82, Sec. 40).
24. The Contractor shall exercise the greatest of care to ensure that no material being hauled either to or from the site by him or his sub-contractor's, is spilled onto any way, public or private, within the City limits. In the event that such spillage does occur, it shall be the Contractors' responsibility to remove the spilled material and clean the area by the end of the work day. If in the judgment of the Engineer, the Contractor has not satisfactorily cleaned the area of any spill, the Engineer may then order the area to be cleaned by the City at the Contractors' expense.
25. No cement concrete shall be poured after October 30, unless the Contractor receives prior written authority to do so from the Commissioner of Public Works.
26. By submitting a bid Contractor represents and warrants that it has the capability to perform in a year 2000 compliant manner. For the purpose of this paragraph "year 2000 compliant" means that Contractor will continue to perform in accordance with all requirements of this Agreement from, into and between the twentieth and twenty-first centuries, without delay or interruption in performance or delivery of services relating to the ability of systems used by the Contractor, or by parties upon whom the Contractor relies in the performance of this Agreement, to accurately interpret, convert, or process date/time data in electronic format.

## **END OF SECTION**

The Contractor shall insert prices for each item in ink, in both words and figures, and is to show a total bid price. In the event a discrepancy between the written words and figures, the written words shall govern. In the event an error in the bidders total bid price, the corrected total bid obtained by the summation of the products of the unit prices multiplied by the respective quantities shall stand as the bidder's total bid price.

The Contractor is required to review any related plans, conduct a full site review, and read all the provisions in the document before inserting prices, and is further advised to make his own determination as to the accuracy of the estimated quantities before inserting bid prices.

The estimated quantities shown here are based solely upon a reasonable assessment of the project parameters, thus the Contractor is advised that the actual quantities may vary substantially as field conditions may warrant.

**BASE BID:**

ITEM DESCRIPTION & BID PRICE	EST. QTY	UNIT MEASURE	TOTAL COST
<b>ITEM: 1 – GENERAL EXCAVATION (EXCLUDING THE DISPOSAL OF RECLAMATION MATERIAL)</b>  <u><b>THE CONTRACTOR IS TO FACTOR THE COST OF EXCAVATION INTO THE INDIVIDUAL BID PRICES AS HE DEEMS APPROPRIATE. THERE WILL BE NO SEPARATE PAYMENT FOR EXCAVATION OR DISPOSAL COSTS</b></u>	NA	NA	NA
<b>ITEM: 2 – RECLAMATION OF THE EXISTING BITUMINOUS CONCRETE ROADWAY &amp; THE SUBSEQUENT FINE GRADING &amp; ROLLING OF THE PROCESSED MATERIAL</b>  THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER <b>SQUARE YARD</b>	2,800	S.Y.	\$ _____
<b>ITEM: 3 – REMOVAL &amp; DISPOSAL OF EXCESS RECLAMATION MATERIAL</b>  THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER <b>CUBIC YARD</b>	150	C.Y.	\$ _____
<b>ITEM: 4 – DUST CONTROL (CHEMICAL TREATMENT)</b>  THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER <b>POUND</b>	3,000	LB.	\$ _____

ITEM DESCRIPTION & BID PRICE	EST. QTY	UNIT MEASURE	TOTAL COST
ITEM: <b>5 – 4" TYPE I-1 BITUMINOUS CONCRETE ROADWAY PAVEMENT (PLACED IN TWO COURSES)</b>  THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER <b>TON</b>	<b>600</b>	<b>TON</b>	\$ _____
ITEM: <b>6 – MATERIALS TESTING ALLOWANCE</b>  THE SUM OF: _____ <b>FIVE HUNDRED</b> _____ DOLLARS AND _____ <b>NO</b> _____ CENTS (\$ _____ <b>500.00</b> _____) PER <b>ALLOWANCE</b>	<b>1</b>	<b>ALL.</b>	\$ <b>500</b>
ITEM: <b>7 – MISCELLANEOUS WORK ALLOWANCE (ENGINEERS DISCRETION)</b>  THE SUM OF: _____ <b>ONE THOUSAND</b> _____ DOLLARS AND _____ <b>NO</b> _____ CENTS (\$ _____ <b>1,000.00</b> _____) PER <b>ALLOWANCE</b>	<b>1</b>	<b>ALL.</b>	\$ <b>1,000</b>
ITEM: <b>8 – FURNISH &amp; MOUNT SAFETY &amp; SPECIALTY SIGNBOARDS (INCLUDING THE POST SYTEM)</b>  THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER <b>SQUARE FOOT</b>	<b>50</b>	<b>S.F.</b>	\$ _____

ITEM DESCRIPTION & BID PRICE	EST. QTY	UNIT MEASURE	TOTAL COST
<b>ITEM: 9 – WARNING/SAFETY DEVICES FOR CONTROL OF CONSTRUCTION OPERATIONS</b>  THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER <b>LUMP SUM</b>	<b>1</b>	<b>L.S.</b>	\$ _____

**TOTAL BASE BID: \$**

*The total for the Base Bid Items must be inserted in Paragraph “C” of the BID FORM.*

**BID ITEMS ARE CONTINUED ON THE NEXT PAGE**

**ALTERNATE 1:**

These Items may be added to the Base Bid at the City of Newton's option pending funding availability. In the event Alternate 1 is not awarded to the Contractor due to funding constraints then the work listed under Alternate 1 shall be performed by the City of Newton Department of Public Works.

ITEM DESCRIPTION & BID PRICE	EST. QTY	UNIT MEASURE	TOTAL COST
<b>ITEM: 10.1 – LOWER &amp; RAISE A MANHOLE CASTING (EXCLUDING GATE BOXES)</b>  THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER <b>EACH</b>	<b>14</b>	<b>EA.</b>	\$ _____
<b>ITEM: 10.2 – ADJUST A CATCHBASIN CASTING</b>  THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER <b>EACH</b>	<b>6</b>	<b>EA.</b>	\$ _____
<b>ITEM: 10.3 – LOWER &amp; RAISE AND/OR ADJUST A PRE-EXISTING WATER MAIN GATE BOX OR A UTILITY GATE BOX (NOT TO BE CONFUSED WITH SERVICE BOXES)</b>  THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER <b>EACH</b>	<b>6</b>	<b>EA.</b>	\$ _____

**TOTAL ALTERNATE 1 BID: \$**

*The total for the Alternate 1 items must be inserted in Paragraph "C" of the BID FORM*

**END OF BID ITEMS**

**DRAWING - one page**

**DRAWINGS MUST BE OBTAINED THROUGH THE PURCHASING DEPARTMENT, THE CONTRACTOR IS ADVISED TO CALL AHEAD TO ENSURE THAT A COMPLETE SET OF DRAWINGS IS READILY AVAILABLE. (617-796-1220)**

**SECTION 1****ITEM 1 – GENERAL EXCAVATION  
(EXCLUDING THE DISPOSAL OF RECLAMATION MATERIAL)****IMPORTANT INFORMATIONAL NOTE:****THIS IS A NON-PAY ITEM**

**The contractor must incorporate the cost for all general excavation, and the cost for disposing of all associated undesirable materials, no matter what their nature may be, into the contract. No separate pay item shall be made for any General Excavation work which must be performed to accomplish the work under this contract. To that end the cost of any General Excavation work must be factored by the Contractor into the bid prices of the various pay items of this contract.**

General excavation shall consist of the work required for the **excavation and disposal thereof for all operations over the entire limits of the project** areas including, but not limited to, preparing the edges of the existing bituminous concrete roadway at the project limits prior to the installation of the new bituminous concrete in addition to the removal and disposal of all excess and/or undesirable materials and anything else that must be removed and disposed of in order to complete the work under this contract.

**SECTION 2****ITEM 2 - RECLAMATION OF THE EXISTING BITUMINOUS CONCRETE ROADWAY  
& THE SUBSEQUENT FINE GRADING & ROLLING OF THE  
PROCESSED MATERIAL****Description**

(a) Under this item the Contractor shall be required to use transit leveling equipment to ensure that no puddling occurs along the roadway by confirming that all gradients are both adequate, as well as adequately maintained. To achieve this goal all related preparation work, and all related remedial work, shall be performed prior to the application of the final bituminous top wearing surface.

(b) The work under this item is for the "in-place" rehabilitation (a.k.a. 'reclamation') of existing bituminous concrete pavement structures. The reclamation work is to be accomplished with an approved self-propelled self-contained mobile unit that is capable of reclaiming the existing pavement structure, in one pass, to a **controlled depth of fourteen (14") inches** such that the existing pavement structure is simultaneously scarified, pulverized, mixed and re-shaped into a processed asphalt stabilized base.

(c) The work to be done under this item consists of reclaiming existing bituminous concrete, which will typically vary in thickness, along designated roadways, and from within adjacent intersections as the Engineer may direct.

(d) During the various stages of the reclamation process the Contractor shall **apply water** to the roadway surface for the purpose of controlling dust as well as for aiding in the compaction requirements of these specifications.

(e) Under this item the roadway shall be fine graded subsequent to the reclamation process (and the removal of the excess material).

(f) Under this item the Contractor will be required to attend informational meetings to discuss and subsequently address all points of concern, including but not limited to a Preconstruction Conference and Progress Conference(s) and inspection walk-throughs.

(g) Under this item the Contractor is responsible for submitting and/or processing, in a timely manner, all paperwork associated with the execution of this contract, as well as providing and distributing fliers and notifications to abutters and other concerned parties as the project commences and progresses.

**(h) Under this item the Contractor shall comply with all special procedural and/or other site specific directives as stipulated on the plan(s) to ensure a structured and efficient execution of this contract. In addition, and from time to time, the Contractor shall also be required to accommodate and comply with other special requests so that the needs of the general public, abutters, and/or other City of Newton agencies are addressed swiftly and appropriately.**

(i) Under this item the Contractor shall comply with all Federal, State and City of Newton laws and/or ordinances.

Description

(j) Under this item the Contractor is responsible for the scheduling and coordination of all Police services. To that end the Contractor shall be responsible for working closely with the City of Newton Agent for the purpose of establishing Police Details. The Contractor shall ensure that all Police Details are billed directly to the City of Newton's Department of Public Works Account. The Contractor shall be responsible for ordering, and for canceling details on a day to day basis. In the event the Contractor has ordered police details, and does not give the police department ample advance notice that work has been cancelled for that day due to inclement weather or for any other reason, then the Contractor shall bear the expense of that billed detail. To that end the Contractor shall completely familiarize himself with the current policies regarding and/or regulating police details. In the event police detail requests cannot be completely filled to cover the Contractor's scheduled work for any particular day then the Contractor shall adjust his work schedule accordingly and shall not hold the City responsible for any loss of time, or for any other financial loss. The City of Newton will however grant an extension of time to the original contract term for each day lost due to insufficient police staffing.

Method of Construction

**(k) The Contractor shall be responsible for contacting DIG SAFE prior to beginning his work.**

(l) The Contractor shall demonstrate to the satisfaction of the Engineer that the equipment, crew and construction methods he intends to use are capable of completing the work in accordance with these specifications and within the time allotted.

(m) The Contractor is advised that under certain conditions ( i.e bus traffic, emergency vehicle access, arterial roadways, etc.) vehicular traffic flow must be maintained, therefore the Contractor must be prepared to accommodate vehicular travel throughout the project zone for the entire duration of the project while these process' are underway as it shall not be impaired.

(n) For the purpose of achieving proper runoff and for the purpose of alleviating any puddling of water on the finished roadway surface grade points shall be posted all along the roadway corridor either by marking the curb face in a responsible manner or otherwise by installing and subsequently marking sturdy colored four foot (4') high iron pins and/or stakes such that the final roadway, once completed, fully complies with the design scheme and/or with any modification necessitated by field changes ordered by the Engineer. However, the posting of grades shall not be limited to just the design grades but shall also include the interpolation and posting of intermediate grades and/or the re-posting of certain grades, as may be from time to time required by any interested party in order to successfully investigate and/or otherwise install, to the satisfaction of the Engineer, any drainage, curbing, pavement and/or any other grade dependent project related component or grade dependent issue.

(o) The Contractor shall coordinate the grading and layout activities with the Engineer to ensure that the design grades are posted in an expeditious and acceptable manner. The Contractor shall supply and install, at all critical grade points identified on the plan (and/or profile), as many sturdy pins and/or stakes as he deems necessary, or as otherwise may be required by the Engineer. The pins and/or stakes, once set, shall be clearly marked with paint and flagging such that their physical location, as well as the posted grades, can be easily seen by the general public and by the field personnel. Subsequently, once the pins and/or stakes have served their purpose, they shall be immediately removed by the Contractor.

Method of Construction (Continued)

(p) **The Contractor will be responsible for transferring the proposed roadway grades directly onto number six (#6) class iron pins, or four (4) foot long by one (1) inch by one (1) inch oak stakes, that he shall supply and set along and/or reasonably near the proposed gutterline and centerline in no less than twenty-five (25) foot intervals and/or in the critical locations shown on the plans or as called for by the Engineer in the field..** To that end the Contractor shall also establish clearly marked grade indicators on said pins and/or shall install nylon string lines from pin to pin if so requested by the Engineer to do so, in order to better define the proposed grade. In addition, all pins set along the roadway shall be clearly flagged with brightly colored vinyl flagging material near to their tops so that the pins can be clearly seen by the pedestrian and motoring public.

(q) **No reclamation activities shall be performed on arterial roadways before 8:30 A.M. nor after 4:00 P.M..** Arterial roadways shall be designated by the Engineer. The Contractor is further advised that the hours of operations are set by law. No machines or equipment are to be activated before **7:00 A.M. & no work is to extend beyond 4:30 P.M.** In addition no weekend or holiday work will be allowed unless special permission is granted.

(r) Once the reclamation process has begun the Contractor is obliged to carry this effort forward without interruption, yet in accordance with all work hour restrictions unless otherwise directed by the Engineer

(s) Under this item the Contractor will be responsible for working closely and cooperatively with the City of Newton officials and it's agents as certain elements of these operations shall require a coordinated effort both in scheduling the work and carrying it forward to completion.

(t) **Prior to the milling/reclamation process, the Contractor is to install an approved geotextile fabric under all catchbasin grates, or manufactured siltsacks within Conservation Zones, and is to supplementary cover all existing catchbasin grates with approved steel plates,** so that no soil and/or processed material enters into the structure, however at no time are the catchbasins to be placed fully out of service. Once the milling has been completed, and the roadway leveled, then the Contractor is to remove the plates from the catchbasin structures, and is to further feather the area around the catchbasin in order to prevent residual milled material from entering into the structure during rainstorms. Further, **safety devices shall be established by the Contractor at every protruding catchbasin and/or casting and the raised and exposed sides of all frames are to be painted by the Contractor with an approved orange paint so that they can be clearly seen by the motoring public.**

(u) In the event Alternate 1 is not awarded to the Contractor he shall work closely with the City of Newton to ensure that the manhole, catchbasin and/or gate boxes located in and around the project site are both lowered and raised in a timely manner by the Department of Public Works.

Method of Construction (Continued)

(v) In the event **Alternate 1** is awarded to the Contractor the Contractor shall be responsible for locating, lowering, and plating all municipal roadway castings and gates (exclusive of catchbasins which will remain exposed and shall be temporarily plated by the Contractor). **Under any award the Contractor shall be responsible for ensuring that a safety device is left on all protruding catchbasins at days end and under any award** the Contractor shall be responsible for achieving compliance with all utility companies for the same purpose of lowering their respective castings, and/or structures, as applicable.

(w) In the event **Alternate 1** is awarded to the Contractor he shall be fully responsible for ensuring that no debris falls into any manhole structure and that all such debris/material(s) are immediately and completely removed. However the Contractor shall be solely responsible for cleaning any residual material, of any type, which due to his operations has fallen into any catchbasin structure during the course of these reclamation activities. In addition he shall immediately notify the appropriate municipal utility authority or utility company which owns the rights to the any manhole structure which is impacted with debris as a result of these operations. Subsequently the Contractor's responsibility is to ensure his cooperation in the immediate cleaning of the impacted structure and the removal of all debris until the structure and/or associated pipes and/or appurtenances are completely clean. To that end the Contractor will be required to adjust his schedule so that these actions can take place unimpeded by his operations, and that such adjustments to his schedule shall be made at no expense to the City.

(x) No roadway reclamation is to be undertaken until **the Contractor has established construction signs** and/or safety devices around and about the project zone periphery. The Contractor shall not commence operations until he has appropriately established the semi-permanent signs (i.e. 'Road Under Construction') and/or daily signing (i.e. 'Detour') requirements.

(y) **The Contractor shall be responsible for establishing supplemental signage, and/or safety devices, as he deems necessary in order to further provide for the safety of the pedestrian and the motoring public**, as well as for affording him the opportunity of moving his reclamation process forward without interruption. Under this clause the Contractor shall work closely with the City of Newton Agent in order to coordinate the signing activities in a timely and reasonable manner. Further, due to the nature of this work, the Contractor shall be required, from time to time, to erect, move, relocate, repair, and/or to remove at days end, any site sign in order to either expedite his work or to otherwise accommodate the safety and/or delineate the project zone and/or its active or inactive detour status and route line, and this work shall be done either at his discretion and/or at the request of a City of Newton Agent(s) or Officer. Non-compliance with any such request, as herein described, shall be grounds for the City to halt work until such remedial measures have been taken, and any such loss of time by the Contractor shall be at his own expense.

(z) Under this item the existing asphalt roadway(s) shall be milled **in one pass to a controlled depth of fourteen (14") inches to mix equal amounts** of gravel from the existing roadway into the foundation.

Method of Construction (Continued)

(aa) Under this item the pulverization shall be accomplished by means of a travelling pulvimiller/hammermill that has been manufactured by a recognized company for the express purpose of reclaiming and reclaiming existing bituminous roadway structures to **a controlled depth of fourteen (14") inches in one pass** and conveying this material to a stationary hammermill mounted on the machine. This machine shall be self-propelled and be equipped with an adjustable grading blade thus leaving it's path generally smooth for traffic. The key element in this process is the fractioning of the existing asphalt pavement by the high speed hammers of the hammermill. Equipment such as road planers/cold milling machinery will not be allowed as they produce larger asphalt particle size that defeats the objective of this process. The above mentioned process shall produce a uniformly blended base material with a minimum asphalt content of 2%, which will conform to the following gradation requirements:

<u>Sieve Designation</u>	<u>Percentage by Weight Passing</u>
3" 100	
1 1/2"	70-100
3/4"	55-90
#40	10-30
#200	1-3

After the material has been accepted by the Engineer, it shall be shaped, graded and rolled to a true grade the prescribed number of inches below and parallel to the finished grade of the roadway as directed by the Engineer. **No less than six (6) inches of reclaimed material shall be left in place to serve as the new base for the proposed roadway. From time to time the Contractor may be required to remove and dispose of subsurface soils in order to achieve this goal.** Further, the Contractor is reminded that vehicular travel shall not be impaired throughout the project zone for the entire duration of the project while these process are underway.

(ab) **The final surface of the reclaimed material shall be graded and planed to a depth of four (4) inches below the proposed finished grade of the new bituminous concrete roadway or as otherwise may be directed by the Engineer.**

(ac) Only an approved self-propelled pneumatic tired grading machine, designed specifically for the grading of soils and fully capable of planing the surface to a smooth gradient, while simultaneously removing any excess material without tearing and/or plowing the subgrade, shall be used to fine grade the roadway. The Engineer shall be sole judge as to the suitability of the grading unit, those employed in its operation, as well as sole judge as to the final gradient and the quality of the related fine graded reclaimed surface. The Contractor shall also cull out any excessively large stones as the fine grading operation commences so that gouging and plowing of the final surface shall not occur.

Method of Construction (Continued)

(ad) Immediately upon the completion of the fine grading operation the Contractor shall use self-propelled steel drum power rollers of no less than ten ton static weight to roll the entire surface until such time as all surface blemishes and/or surface imperfections have been eliminated from the newly graded roadway. In addition the entire surface shall be compacted to a standard density of no less than 95% across its entire surface.

(ae) **During the course of his operations as well as subsequent to the existing roadway having been reclaimed and fine graded, the Contractor shall create, and thereafter maintain, smooth transitional ramps, of an adequate nature as directed by the Engineer, at all driveway aprons as well as at all intersecting roadways.** The reclaimed material, stabilized if necessary with water and/or by other approved and/or reasonable means, such that rutting shall not occur, shall be used for this purpose. Any residual material(s), and/or loose stone generated during, and/or after the ramping process, is to be immediately cleaned up and removed from the site by the Contractor.

(af) During the course of these operations **the Contractor shall apply water** from a suitable water tank mounted on a truck chassis, and in sufficient quantities, and via an approved means such that the water is evenly distributed across a broad area of the roadway that is at least equal in width as the truck upon which the water tank is mounted, and that such water application be made on a continuous basis to both control dust and to insure optimum moisture content from the time the milling has taken place through to the completion of the final grading and compaction operation. **Water shall be supplied by the City of Newton, however the Contractor will be required to coordinate his activities, and his access rights to hydrants, directly with the City of Newton Water Department by whose policies he shall abide. Additionally, the Contractor will be required to place a five hundred (\$500.00) dollar deposit with the City of Newton Utilities (Water) Division to obtain a city issued back-flow prevention/hydrant adaptor assembly which shall be the only means used by the Contractor to obtain water from the municipal water system during the course of these operations. Upon completion of the project, and upon successful return of the back-flow assembly, and only if it is in good working condition, then the City shall refund the deposit to the Contractor.**

(ag) The Contractor will be responsible for removing any unreclaimed bituminous concrete material from within the project limits. The intent of this order is only to assure that all areas rendered and/or deemed to inaccessible to the reclamation unit(s) are cleared of all existing bituminous material prior to the commencement of the fine grading operation.

Method of Measurement

(ah) Under **Item 2** the measurement taken for payment shall be by the **square yard** for the actual area milled, reclaimed, properly processed, fine graded to the proposed grades, ultimately rolled and fully compacted in place.

Basis of Payment

(ai) Under **Item 2** the Contractor will be paid the contract unit price per **square yard** for the in-place rehabilitation of the existing bituminous concrete roadway by reclaiming and processing the existing pavement structure, complete in place, which unit price shall include full compensation for the continuous watering operation, redeployment of signs and/or safety devices as necessary, covering and/or bagging of catchbasins, ramping of roadways and driveways, supplying and posting grade pins as may be required, for the fine grading of the roadway, rolling, and for all labor, materials, tools and equipment and all incidentals necessary to complete the work under this item as shown on the plans, as directed by the engineer and as specified herein.

(aj) Removal and disposal of excess reclaimed pavement material and residual subsurface soils shall be paid under **Item 3**.

(ak) In the event Alternate 1 is awarded to the Contractor the adjustments of castings shall be paid for under **Item 10.1, 10.2 or 10.3**, whichever is applicable.

(al) Dust control by chemical treatment shall be paid for under **Item 4**.

**SECTION 2****ITEM 3 – REMOVAL & DISPOSAL OF EXCESS RECLAMATION MATERIAL****Description**

(a) The work under this item shall include furnishing all labor, equipment and materials required to remove all excess reclamation material from the existing roadway, as it is generated, and until such time as the final gradient(s) of the roadway and the outlying areas are achieved. To that end the Contractor shall excavate, rough grade and dispose of the excess processed material, and/or any other existing subsurface material, which must be **removed from the roadway in order to make way for no less than six (6) inches of reclaimed base material and four (4) inches of new bituminous concrete roadway or as otherwise directed by the Engineer.**

(b) **The City of Newton will neither provide a disposal nor an intermediate stockpiling site. All excess material(s), of any type, that is generated by the reclamation process and/or its associated operations, shall become the property of the Contractor.**

(c) Under this item the Contractor is responsible for the scheduling and coordination of all Police services. To that end the Contractor shall be responsible for working closely with the City of Newton Agent for the purpose of establishing Police Details. The Contractor shall ensure that all Police Details are billed directly to the City of Newton's Department of Public Works Account. The Contractor shall be responsible for ordering, and for canceling details on a day to day basis. In the event the Contractor has ordered police details, and does not give the police department ample advance notice that work has been cancelled for that day due to inclement weather or for any other reason, then the Contractor shall bear the expense of that billed detail. To that end the Contractor shall completely familiarize himself with the current policies regarding and/or regulating police details. In the event police detail requests cannot be completely filled to cover the Contractor's scheduled work for any particular day then the Contractor shall adjust his work schedule accordingly and shall not hold the City responsible for any loss of time, or for any other financial loss. The City of Newton will however grant an extension of time to the original contract term for each day lost due to insufficient police staffing.

**Method of Construction**

(d) As the processed material and/or roadway is graded (**as specified in Section 2, Item 2**) the excess **material shall be immediately removed from the site. However, under no circumstances is the Contractor to permanently remove more reclaimed material than will be needed to complete the balance of the job.** It is therefore incumbent upon the Contractor to assess the entire project, prior to commencing work, to determine the future and overall needs for the reclaimed material. Thus, the Contractor is responsible for strategically scheduling these operations and for transporting any excess reclaimed material within the project site such that the overall requirements of the project can be met. No additional compensation will be made for the on-site transportation of the reclaimed material. In addition, **no on-site, or off-site stockpiling of material will be allowed without the express approval of the Engineer, and such situations shall be resolved on a case-by-case basis.**

Method of Construction (Continued)

(e) A minimum of six (6) inches of reclaimed material is to remain in place, therefore, under this item, the Contractor shall also be responsible for removing any additional subgrade material to make way for the specified six (6) inches of reclaimed material and the four (4) inches of new bituminous concrete roadway, or to the dimensions as otherwise may be directed by the Engineer so that the overall gradient requirements of the job site can be best met.

(f) During the course of these operations **the Contractor shall apply water** from a suitable water tank mounted on a truck chassis, and in sufficient quantities, and via an approved means such that the water is evenly distributed across a broad area of the roadway that is at least equal in width as the truck upon which the water tank is mounted, and that such water application be made on a continuous basis to control dust.

**Water shall be supplied by the City of Newton, however the Contractor will be required to coordinate his activities, and his access rights to hydrants, directly with the City of Newton Water Department by whose policies he shall abide. Additionally, the Contractor will be required to place a five hundred (\$500.00) dollar deposit with the City of Newton Utilities (Water) Division to obtain a city issued back-flow prevention/hydrant adaptor assembly which shall be the only means used by the Contractor to obtain water from the municipal water system during the course of these operations. Upon completion of the project, and upon successful return of the back-flow assembly, and only if it is in good working condition, then the City shall refund the deposit to the Contractor.**

Method of Measurement

(g) Measurement taken for payment shall be based upon the **actual number of cubic yards** of material removed from the site, and such measurements shall be made on site, by the designated City of Newton Agent , immediately after each truck has been loaded, and such measurements shall be mutually verified by the Contractor. **No payment shall be made for any material(s) which has not been measured by the City of Newton Agent.**

(h) Only the cubic yards of excess reclamation material which have been permanently removed from the site by approval of the Engineer shall be measured and paid.

Basis of Payment

(h) Under **Item 3** the Contractor will be paid the contract price for each **cubic yard** of excess site material that is permanently removed from the site and disposed of, inclusive of applying water as specified herein, which unit price shall include full compensation for all labor, materials, tools and equipment and all incidentals necessary to complete the work under this item in accordance with the plans, as directed by the Engineer and as specified herein.

**SECTION 3****ITEM 4 – DUST CONTROL (CHEMICAL TREATMENT)**Description

(a) The Contractor is responsible for all safety aspects associated with the application of the Calcium Chloride which shall be furnished and applied for dust control purposes to the surface of the subgrade, or elsewhere as directed in accordance with these specifications.

Materials

(b) Calcium Chloride shall conform to the requirements of A.A.S.H.T.O. – M144, Type I or Type II.

Method of Construction

(c) Calcium Chloride shall be uniformly applied at the rate of one and one-half (1-1/2) pounds per square yard, or at any other minimal rate which does not jeopardize the safety of the travel way yet serves to control the dust condition(s). Calcium Chloride is to be evenly spread to prevent concentrated areas of Calcium Chloride.

(d) Chemicals are to be strategically applied so as not to track onto adjoining roadways. The Contractor is advised to scrutinize each area on a case by case basis, and apply the chemicals in such a manner that the wheels of the vehicular traffic do not deposit any residual chemicals onto the pavement of any adjoining roadways.

Method of Measurement

(e) Calcium Chloride will be measured by the pound and the quantity to be paid for shall be the actual weight of such material furnished and applied, complete in place.

Basis of Payment

(f) Under **Item 4** the Contractor will be paid the contract unit price **per pound** for Calcium Chloride for dust control, complete in place, which unit price shall be full compensation for all labor, materials, tools, equipment, and all incidental work necessary to complete the work under this item as shown on the plans, as directed by the Engineer, and as specified herein.

**SECTION 4****ITEM 5 – 4" TYPE I-1 BITUMINOUS CONCRETE ROADWAY PAVEMENT  
(PLACED IN TWO COURSES)****Description**

(a) The Contractor shall furnish and place bituminous concrete Type I-1 as shown on the plans, as directed by the Engineer and as specified herein.

(b) Under this item the Contractor is responsible for the scheduling and coordination of all Police services. To that end the Contractor shall be responsible for working closely with the City of Newton Agent for the purpose of establishing Police Details. The Contractor shall ensure that all Police Details are billed directly to the City of Newton's Department of Public Works Account. The Contractor shall be responsible for ordering, and for canceling details on a day to day basis. In the event the Contractor has ordered police details, and does not give the police department ample advance notice that work has been cancelled for that day due to inclement weather or for any other reason, then the Contractor shall bear the expense of that billed detail. To that end the Contractor shall completely familiarize himself with the current policies regarding and/or regulating police details. In the event police detail requests cannot be completely filled to cover the Contractor's scheduled work for any particular day then the Contractor shall adjust his work schedule accordingly and shall not hold the City responsible for any loss of time, or for any other financial loss. The City of Newton will however grant an extension of time to the original contract term for each day lost due to insufficient police staffing.

**Materials**

(c) This type of pavement shall be composed of mineral aggregate, mineral filler and bituminous material, plant mixed and laid hot. The mixing and materials shall conform to the current specifications as set forth in the Commonwealth of Massachusetts Department of Public Works Standard Specifications for Highway and Bridges, Sections 460 and M3, dated 1988

(d) The bituminous concrete shall be laid on the reclaimed base course built under **Item 2**.

**Method of Construction**

**(e) Before commencing with laying the binder course the Contractor shall re-roll the previously graded and rolled reclamation material for the purpose of bedding all loosened stones and/or other granular material, or to otherwise correct any surface condition that would, in the opinion of the Engineer, prevent the mix from being applied to a firm and uniform reclamation material surface. Further, any large stones and/or other deleterious material, shall be removed from the base surface prior to the commencement of laying either the binder or the finish top course. In addition, the Contractor shall carefully and diligently remove any temporary ramping material(s), leaving a clean and uniform surface at each of those locations, prior to commencing with the paving operation(s).**

Method of Construction (Continued)

(f) The bituminous concrete shall be spread with a mechanical spreader of the self powered type having a floating screed assembly controlling the elevation of the strike-off. The screed or strike-off member shall be adjustable to the shape of the cross-section of the finished pavement and shall be of such design as to produce without tearing, shoving or gouging, a finished surface of the evenness and texture desired. The use of road graders, or towed spreaders, shall not be allowed. If, in the opinion of the Engineer, the spreading and finishing equipment is not providing satisfactory results, he shall order the use of such equipment be discontinued and other satisfactory spreading and finishing equipment shall be provided by the Contractor. Hand spreading may be used in places inaccessible to the machine and when permitted by the Engineer. When hand spreading is permitted, the mixture shall be dumped, upon arrival, on approved steel dump sheets outside the area in which it is to be spread and shall then immediately laid to the required depth.

(g) The Engineer may at any time order the use of side forms, which shall be of a type subject to his approval. The forms shall be set so that the finished pavement shall be at a true line and grade as determined by the Engineer. The Engineer may in lieu of forms order the use of iron pins with grade marked thereon, so placed that they will not interfere with the travel of the machine spreader, but close enough so that a short straight edge placed on the newly laid pavement can reach a string line tied from pin to pin, and afford a visual check on the thickness of the newly laid pavement. The Engineer may order the pins to be used on the base, binder, or top courses. All expenses involved in the use of pins including the furnishing of such iron pins shall be borne by the Contractor.

(h) The bituminous concrete must be kept clean during hauling and handling and covered during transit with canvas or other material which will retain the desired pavement temperature. These mixtures must not be hauled in such a manner that segregation of the ingredients takes place, or that a crust is formed on the surface, or that the mixture will crumble or flatten out when dumped. Trucks which transport the mixture shall be tight, and the side of the bodies shall be coated with a thin film of soap solution. The dispatching of trucks from the distribution point shall be so arranged that all the material which is to be delivered at or on the road surface during any day may be placed and shall have received final compression in a continuous manner in order to minimize cold seaming.

(i) The bituminous concrete mixture shall be delivered to the work in such condition that it is easily workable and can be efficiently laid. The mixture shall be laid only on an approved base course which is dry and only when weather conditions are suitable which shall be decided by the Engineer.

(j) **All bituminous concrete applied to the roadway shall only be applied in bright sunlight or partly cloudy weather without the threat of rain.** In addition, no pavement shall be applied to a reclaimed base that has been saturated with water and shows signs of residual moisture and/or soft spots, nor shall any paving be performed on a reclaimed base that is frozen. The Contractor is not to schedule bituminous roadway application unless such favorable weather conditions are professionally forecast by a recognized weather agency, and at the request of the Engineer, this forecast shall be filed with Engineer in hard-copy form. Further, no bituminous concrete shall be applied upon a residually wet surface, and no bituminous concrete which has been prematurely cooled by rain, either on the roadway or on the truck, will be accepted.

Method of Construction (Continued)

(k) The temperature of the mixture to be laid shall be between two hundred and twenty-five (225) degrees Fahrenheit and three hundred and twenty-five (325) degrees Fahrenheit and no mixture shall be placed when the air temperature in the shade and away from artificial heat is forty (40) degrees Fahrenheit or less. Variation from these temperatures may be permitted only on written permission of the Engineer.

(l) The edge of the asphalt mixture adjacent to rigid curb lines, around manholes, or other solid fixtures or where no shoulder is constructed, shall be hand tamped before being rolled.

(m) The bituminous concrete shall be laid in the prescribed number of courses as shown on the plans or as determined by the Engineer. **A four (4) inch pavement shall be laid with a base course of two and one-half (2 1/2) inches in depth and a top course of one and one-half (1 1/2) inches in depth.** All depths of courses described above shall mean the finished depths after rolling. All courses must be laid so that they will have the required thickness and be parallel to the proposed finished grade of the surface.

(n) After the paving mixture has been properly spread it shall be thoroughly and uniformly compressed by rolling with power rollers. On projects involving less than one hundred and fifty (150) tons of paving mixture per day one (1) tandem roller of not less than ten (10) tons shall be used. On projects using more than one hundred and fifty (150) tons but less than three hundred and fifty (350) tons two (2) rollers shall be required with one (1) additional roller for each two hundred (200) tons of mixture per day thereafter. A day shall be construed as eight (8) hours working time. If, in the opinion of the Engineer, satisfactory compaction is not obtained by rolling with a tandem roller, the Engineer may order the rolling to be done with ten (10) to twelve (12) ton three (3) wheeled roller with wheels not less than twenty-four (24) inches wide. All rollers used shall weigh at least two hundred and fifty (250) pounds per inch width of tread. Each roller shall be in charge of a competent, experienced roller operator and shall be kept in a nearly continuous operation as practical while the work is under way. The pavement shall be rolled longitudinally, diagonally, and transversely, as directed. Longitudinal rolling shall start at the side and proceed toward the center of the pavement, overlapping on successive trips by at least one-half (1/2) the width of the rear wheel of the roller. Diagonal rolling shall be in two (2) directions, the second diagonal rolling crossing the lines of the first. If the width of the work permits, it shall in addition be rolled at right angles to the center line. This method of rolling shall be continued and so executed that all roller marks, ridges, porous spots and impressions are eliminated, and the resulting surface has the required grade and contour. Rolling shall proceed at a rate not to exceed two hundred and fifty (250) square yards per hour, per roller. To prevent adhesion of the mixture to the roller the wheels shall be kept properly moistened but excess water or oil will not be permitted. Along forms, curb headers and similar structures and all places not accessible with a roller, the mixture shall be thoroughly compacted by tampers. Such tampers shall weigh not less than twenty-five (25) pounds and shall have a tamping face of not more than fifty (50) square inches. The surface of the mixture after compressing shall be smooth and true to the established crown and grade. Any mixture which becomes loose and broken, mixed with dirt or in any way defective shall be removed and replaced with fresh mixture, which shall be immediately compacted to conform with the surrounding area. Areas of one (1) square foot or more showing an excess of bitumen shall be removed and replaced.

Method of Construction (Continued)

(o) The densities of the completed pavement shall be not less than ninety-two (92) percent of the calculated density of a voidless mixture composed of the same materials in like proportions. After final compression, samples will be taken from the completed pavements and when tested by standard laboratory methods shall show compliance with aforesaid density requirement.

(p) Placing of the mixture shall be as nearly continuous as possible and the roller shall pass over the unprotected end of the freshly laid mixture only when the laying of the course is to be discontinued for such length of time as would permit the mixture to attain initial stability. In all such cases, including the formation of joints as hereinafter specified, provisions shall be made for proper bond with the new surface for the full specified depth of the courses. Transverse joints shall be formed by cutting back on the previous days run so as to expose the full depth of the course. When the laying of the course is resumed, the exposed edge of the joint shall be painted with a thin coat of hot asphalt cement and the fresh mixture shall be raked against the joint. Hot smoothers or tampers shall be carefully employed in such a manner as to heat the old pavement sufficiently, without burning it, to insure proper bond and then rolled. The work of setting up or making these joints shall be performed by competent workmen who are capable of making a correct, clean and neat joint.

(q) The lengths of lanes or strips of bituminous concrete in the base, binder and top courses shall be under control of the Engineer at all times. The Contractor shall lay such lengths as approved by the Engineer and then lay all adjacent strips to the full width of the roadway before being allowed to proceed ahead with other lanes. The practice of laying lanes of bituminous concrete for such lengths that an unduly long period of time elapses before laying adjacent lanes shall not be allowed.

(r) The finished surface shall present an even texture free from blemishes, ridge marks or imperfect spots and it shall be true as to line and grade. When tested with a sixteen (16) foot straight edge placed parallel with the center line of the surface course there shall be no deviation from a true surface in excess of one-quarter (1/4) of an inch. A ten (10) foot straight edge may be used on vertical curves. If any soft or imperfect places or spots develop in the surface, all such places shall be removed and replaced with new material and then rolled until the edges at which the new work connects with the old becomes invisible. All such removal and replacement of unsatisfactory surfacing shall be done by the Contractor without additional compensation.

Method Measurement

(s) Measurement taken for **Item 5** shall be by the **ton** for material installed. To that end immediately upon delivery, and subsequent to an inspection of the hauling vehicle by the Engineer, the Contractor shall furnish the Engineer with his own copy of the plant receipt which clearly shows the weight of the bituminous material that is being furnished and installed, however **the Engineer reserves the right to adjust the payment in the event the volume of material is either not entirely used, and/or the material has become unacceptable due to premature cooling or the like, and/or the shipment has arrived on the site as already partially used.**

Basis of Payment

(t) Under **Item 5** the Contractor will be paid the contract unit price for **each ton** of bituminous concrete Type I-1, complete in place, which unit price shall include full compensation for all labor, materials, tools and equipment and all incidentals necessary to complete the work under this item as shown on the plans, as directed by the Engineer and as specified herein.

**SECTION 5****ITEM 6 – MATERIALS TESTING ALLOWANCE****Description**

(a) The Contractor shall include in his bid an allowance of **five hundred dollars (\$500.00)** for cylinders and for other tests conducted in the field and/or the laboratory as required by the Engineer for the control of the concrete, reclaimed pavement material, bituminous concrete pavement, or for any other material.

(b) The City will reimburse the Contractor the full amount of the material testing services provided when approved by the Engineer. The Contractor is required to submit to the City Engineer copies of evidence of payment.

**Basis of Payment**

(c) Under **Item 6** the Contractor will be paid the full invoice amount for approved and/or authorized material testing services conducted by an independent and qualified laboratory . **Under no circumstances will the City of Newton pay for any testing procedures which unreasonably exceed the accepted industry standards.**

**SECTION 6****ITEM 7 - MISCELLANEOUS WORK ALLOWANCE (ENGINEERS DISCRETION)**Description

The work of this section is to complete certain items of work which are not called for under the specifications or indicated on the plans but which are requested by the Engineer. These items of work shall be completed only when and as directed by the Engineer. The Contractor may not proceed with any work under this section without the written notice of the Engineer to complete the work under the "Miscellaneous Work Allowance".

The sum to be allowed for the work of this item shall be **one thousand dollars (\$1,000.00)**.

All work under this item shall be paid for by one or more or a combination of the following methods at the City's discretion.

- a. Unit prices previously bid.
- b. An agreed lump sum.
- c. The actual cost of:
  1. Labor, including foremen;
  2. materials entering permanently into the work;
  3. the ownership or rental cost of construction plant and equipment during the time of use on the extra work;
  4. power and consumable supplies for the operation of power equipment;
  5. insurance;
  6. social security and old age and unemployment benefits.

To the cost under c. there shall be added a fixed fee to be agreed upon but not to exceed fifteen per cent (15%) of the actual cost of the work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expense.

The City shall retain a cash credit in full or in part, in the event that the final cost of materials and/or equipment is lower than the original cash allowance provided.

To the estimated cost or actual cost under (c) for work performed by subcontractors, there shall be added a fixed fee of ten per cent (10%) as compensation to cover the subcontractor's cost of supervision, overhead, profit and any other subcontract general expense, plus ten per cent (10%) as compensation to cover the General Contractor's cost of supervision, overhead, profit, bond and any other general expenses.

Basis of Payment

Payment for work completed under **Item 7** shall be as specified above, in full or in part, as approved by the Engineer.

**SECTION 7****ITEM 8 – FURNISH AND MOUNT SAFETY & SPECIALTY SIGNBOARDS  
(INCLUDING THE POST SYSTEM)****Description**

(a) Safety and specialty signboards shall be placed, as directed by the Engineer, and/or as described in the City of Newton “General Construction Details” and/or as shown on the plans. The Contractor is not to order any signboards until he has coordinated this effort with the Engineer in order to identify the maximum number, and various types of signboards, that should be contained in the initial sign making order as every new signboard, once delivered, is to be reused. The Contractor is to order new signboards as the Engineer may further direct as the construction activities progress, however, no payment will be made for any new signboard which is damaged or lost. Damaged or lost signs are to be replaced at the Contractor's own expense.

(b) When scope of the project involves multiple site locations signboards and posts are to follow the construction progress, being moved from zone to zone, with signboards and posts being the first mobilization element to be established throughout each project zone before any other construction activity takes place within that particular zone.

(c) Specialty signboards, bearing unique messages, shall be fabricated by special order of the Engineer to address any and all site specific informational requirements.

(d) Once established, all signboards and/or post systems are to be maintained for the duration of the construction activities. Any damaged signboards and/or post systems are to be immediately replaced at the Contractor's own expense without any additional compensation.

**Materials**

(e) Plywood signboards panels shall be fabricated from ¾” thick medium Density Overlaid (MDO) Exterior Type, A-B both sides surface in natural color and the whole conforming with the requirements and tests for the above as set forth in U.S. Products Standards PSI-74 for Construction and Industrial Plywood. All plywood shall bear the grade trademark of an approved testing agency. The entire area of the signs shall be reflectorized with the reflective sheeting conforming to Section M9.30.0 of the Commonwealth of Massachusetts, Standard Specification for Highway and Bridges, dated 1988. All applicable portions of Sections 828 and 840 of the aforementioned specifications shall also apply.

(f) Posts shall be constructed of sturdy material(s) and adequately installed so as to withstand ninety (90) mile an hour sustained winds when the respective sign is mounted in place. No payment will be made for posts, and/or support systems, which do not clearly meet this criteria. No additional payment will be made to replace any damaged post systems.

**Method of Construction**

(g) All signboards shall be fastened in the manner described in the Construction Details, and/or as shown on the plans, or as directed by the Engineer.

Method of Construction (Continued)

(h) The Contractor shall be responsible for maintaining all signboards and posts for the duration of the contract and all signs and/or posts damaged or lost during construction shall be replaced by the Contractor at his own expense.

(i) Upon completion of the Contract, all safety and specialty signboards shall become the property of the City of Newton. Signboards shall be delivered by the Contractor to a City location designated by the Engineer, where the Contractor is to neatly stockpile the signboards. The City reserves the right to limit the number of signs it receives, and to further pick and choose which signs are to be delivered to the City of Newton. In the event the City has no desire to take control of the signs, then the Contractor is to dispose of them as he so chooses, however, in no case is any sign to be discarded in this manner until such time a the Engineer authorizes its release.

Method of Measurement

(j) Measurement for payment of signboards with the post system and/or the mounting effort, shall be based upon the square foot of surface area for each new and professionally made signboard. No additional payment will be made for field made signboards which are ordered by the Engineer and which bear a temporary hand-written message.

Basis of Payment

(k) Under **Item 8** the Contractor will be paid the contract unit price **per square foot for each new professionally made safety and specialty signboard authorized by the Engineer**. The express intent, under this item is to re-use the signboards, moving the signboards from project zone to project zone as the construction operation progress, without any further additional compensation under this item. Under this item signboards are to be furnished, complete in place **inclusive of post systems**, which unit price shall include full compensation for all labor, materials, tools and equipment and all incidentals necessary to complete the work under this item, as shown on the plans, as directed by the Engineer and as specified herein. No additional payment will be made for sign post systems which are damaged and replaced.

**SECTION 7****ITEM 9 – WARNING/SAFETY DEVICES FOR CONTROL OF CONSTRUCTION OPERATIONS****Description**

(a) Work under this section consists of providing, positioning, repositioning and maintaining various traffic control devices, inclusive of the 'RC' or 'D' Type drum devices, for the guiding and safety of the traveling public, and for the safety of the working personnel during construction and maintenance operations, and includes channelizing, barricades, detouring and other warning devices, as directed by the Engineer, and/or as requested by the Police Detail Officer, and/or as shown on the plans.

(b) Under this item the Contractor is solely responsible for all safety aspects of the Contract subject to the Provisions of **Article 14** of the General Conditions of the Contract.

**Materials**

(c) Drums shall be Type IV reflectorized in their entire white and orange areas with reflective sheeting. Barricades along with non-metallic reflectorized drums shall conform to Section M9 of the Mass. DPW Standard Specifications for Highways and Bridges. Newly developed products providing equivalent target value and stability that are acceptable to the Engineer may be used. All barricades and drums shall be maintained in a satisfactory manner, including the removal of dirt or road film that causes a reduction in sign reflective efficiency.

(d) Each barricade and drum used for warning or channelizing at night shall be equipped with a flashing light. All devices that are not lighted at dusk shall be repaired or replaced.

(e) Materials required under this section need not be new, but must be in first class condition and acceptable to the Engineer. Any materials, that in the judgement of the Engineer, are unsatisfactory in appearance and/or performance, shall be removed and immediately replaced by acceptable units. However, the Contractor is solely responsible to monitor and verify the conditions of the materials, and to take immediate action to remedy any deficiencies otherwise brought to his attention.

(f) Signs mounted on MUTC drum devices are to comply with all applicable provisions of **Section 7 Item 8**.

**Method of Construction**

(g) All warning and directional devices shall be subject to removal, replacement and/or repositioning as often as is necessary. Deployment of such devices shall be the sole responsibility of the Contractor, therefore ample number of devices must be maintained at all times and at no time is vehicular or pedestrian traffic be a cause for concern.

Method of Construction (Continued)

- (h) The Contractor is to work closely with the Safety Officer of their insurance agent to determine, and establish, on an ongoing systematic basis, as the construction operations progress, the number of reflectorized devices that are needed in order to eliminate any and all potential safety hazards to the general public.
- (i) Cones of non-reflectorized warning devices shall not be left in operating position when the day's operations have ceased.
- (j) Further, all signs mounted on MUTC drum type devices are to be turned away from traffic at days end when no longer in use.

Method of Measurement

- (k) The Engineer shall make **percentage payments** as he deems appropriate during the course of these activities.

Basis of Payment

- (l) The contract **lump sum** price under **Item 9** shall constitute full payment for all materials, labor and equipment required or incidental to the work described above and/or as shown on the plans. Any devices which are lost, stolen, destroyed, or deemed unacceptable while their use is required on the project shall be replaced without additional compensation.
- (m) Signboards mounted on MUTC drum devices will be paid under **Section 7 Item 8**.

**END OF BASE BID ITEMS**

**ALTERNATE 1**

These Items may be added to the Base Bid at the City of Newton's option pending funding availability. In the event Alternate 1 is not awarded to the Contractor due to funding constraints then the work listed under Alternate 1 shall be performed by the City of Newton Department of Public Works.

**SECTION 8****ITEM 10.1 - LOWER & RAISE A MANHOLE CASTING (EXCLUDING GATE BOXES)****ITEM 10.2 - ADJUST A CATCHBASIN CASTING****ITEM 10.3 - LOWER & RAISE AND/OR ADJUST A PRE-EXISTING WATER MAIN  
GATE BOX OR A UTILITY GATE BOX  
(NOT TO BE CONFUSED WITH SERVICE BOXES)****Description**

(a) Under **Item 10.1** all pre-existing manholes or any other large diameter existing utility structure within the limits of the area to be constructed shall be **lowered\*** and subsequently, after the final grade of the roadway has been established, adjusted to the final proposed grade. The work shall be done in such a manner that during the course of removal no debris falls into the invert of the structure, and upon restoration there will be no movement after they are once set flush and even with the adjacent finished area.

(b) Under **Item 10.2** all pre-existing catchbasins shall be adjusted to the final proposed grade. The work shall be done in such a manner that during the course of removal no debris falls into the invert of the structure, and upon restoration there will be no movement after they are once set flush and even with the adjacent finished area.

(c) Under **Item 10.3** all pre-existing utility fixtures such as water main gate boxes (**not to be confused with water service boxes**) and gas gate boxes (**not to be confused with house service boxes**), or any other similarly smaller type of existing utility structure within the limits of the area to be constructed shall be **lowered\*** and subsequently, after the final grade of the roadway has been established, adjusted to the final proposed grade. The work shall be done in such a manner that during the course of removal no debris falls into the sleeve of the structure, and upon restoration there will be no movement after they have been set flush and even with the adjacent finished area.

**\*Within a reclamation zone the terms 'Lower & Raise ' shall mean; The removal and the subsequent reinstallation of a pre-existing utility casting. This work shall also include the careful removal & subsequent restoration and/or rebuilding of the top upper portion of the target structure which must be removed in order to achieve the desired depth of the reclamation process.. (Due to the reclamation process each structure within a reclamation zone shall be taken down to a minimum depth of eighteen inches (18'') below the roadway surface). In addition, under this item, the Contractor shall also be responsible for the interim plating of the structure, the preservation of the utility function, and for the stockpiling and subsequent cleaning and of the casting set before its reuse.**

Materials

(d) All brick used under the frames and covers, or in the repair and/or restoration of structures, shall be the best quality clay sewer brick, of the class known as "Hard Sewer Brick", burned hard entirely through; shall be straight-edged, of compact texture, and regular and uniform in size and shape. Bricks shall be free from stones and pebbles, and free from cracks, checks or fractures extending into the body of the brick in such a manner as to effect their serviceability or strength. Bricks shall have a compressive strength of not less than four thousand (4000) pounds per square inch when tested (on edge) in accordance with the A.S.T.M. Specifications, Serial Designation: C32-24. They may be rejected if they absorb water to the extent of more than twelve (12) per cent of their dry weight after being dried and then immersed in water, in accordance with A.S.T.M. Specifications, Serial Designation: C32-24. Bricks shall be not less than two and one-quarter ( $2 \frac{1}{4}$ ) by three and three quarters ( $3 \frac{3}{4}$ ) by eight (8) inches nor more than two and one-half ( $2 \frac{1}{2}$ ) by four (4) by eight and one-half ( $8 \frac{1}{2}$ ) inches in size and shall be of rectangular cross-section. They shall have a smooth plane surface on two ends and at least one edge. When struck together, or when struck with a trowel, they shall give a clear ringing sound. Bricks may be rejected upon visual inspection by the Engineer if, in his opinion, they do not comply with these specifications as to size, shape and freedom from visible defects.

(e) Cement concrete block shall conform to Section M4.05.1 of the Commonwealth of Massachusetts Standard Specifications for Highways and bridges, dated 1988; except that all blocks shall be eight (8) inches in width..

(f) Mortar shall consist of cement and sand mixed in the proportion, by volume, of one (1) part cement and two (2) parts sand. Sand shall be clean, sharp, and shall have a gradation common to type known as "Brick Sand". Lime shall not be used.

(g) Cement shall be air entrained and shall conform to the requirements of A.S.S.H.T.O. Designation M134-48, Type IA to IIA.

Method of Construction

(h) If at any time the adjusted utility fixtures settle or if upon completion of the work the fixtures are not even and flush with the adjacent area, or the set causes noise, then the Contractor shall cut out such portions of the existing work as may be necessary to reset the fixtures to the required grade or shall otherwise replace the set in its entirety. The resetting of the fixtures and the replacing of the cut out portions shall be done in a manner satisfactory to the Engineer.

(i) Before any existing frame and grate set, or any frame and cover, or any gate service box component is reused, the Contractor is to verify that the existing set is acceptable to the Engineer. If in the opinion of the Engineer the casting set should be replaced then the Contractor is to dispose of that inadequate casting at his own expense and is to replace the casting set with a new unit. The new unit shall be either provided by the City of Newton or shall otherwise be paid for under **Item 7**.

Method of Construction (Continued)

(j) In areas where the existing surface is to be excavated or reclaimed, and prior to the removal of the castings, the location of the existing castings shall be properly recorded by taking ties in a manner, and on a format, acceptable to the Engineer to whom he shall furnish a copy if so requested. The existing castings shall then be removed and carefully stored by the Contractor. The Contractor shall be held responsible for the protection of the castings and shall not place them alongside the roadway in such a way that the pedestrian and/or vehicular access is impaired.

(k) The masonry shall be removed from the structures to a level below the proposed subgrade or otherwise, **in those cases where a reclamation process is to be performed, the structures will be taken down to a level eighteen inches (18") below the existing roadway surface.** Subsequently the structures shall be covered with three-eighth (3/8) inch steel plates during construction as directed by the Engineer. The castings shall be replaced and set to finished grade only after the binder course of pavement has been laid. All generated debris shall be immediately removed from the site.

(l) During the course of construction the catchbasin structures shall be covered with perforated steel plates which shall be backfilled with an approved crushed stone to allow for continued drainage.

(m) **The work shall be done in such a manner that during the course of removal no debris falls into the invert of the structure,** and upon restoration there will be no movement of the casting after it has been set to the proposed finish grade of the target surface.

(n) After the castings or gate boxes are set to finished grade the area of excavated pavement around the casting shall be replaced with **four inches (4") bituminous concrete binder**, fully compacted to the full depth of the pavement and only with an approved pneumatic tamping bit. **No plate compactors will be allowed during this patching operation,** however, the Contractor must exercise extreme care not to disrupt the grade of the newly set casting.

Method of Construction (Continued)

(o) Any frames, grates or covers damaged or lost during construction shall be replaced by the Contractor at his own expense.

Basis of Payment

(p) Under **Item 10.1** the Contractor will be paid the contract unit price for **each** \* manhole Or other large diameter casting, of any type (exclusive of Gate & Service Boxes), that is removed, lowered \* and subsequently adjusted to the proposed grade. The unit price shall include full compensation for all labor, materials, tools and equipment and all incidental work necessary to complete the work under these items in accordance with the plans, as directed by the Engineer and as specified herein.

(q) Under **Item 10.2** the Contractor will be paid the contract unit price for **each** catchbasin that is protected, lined with fabric, and is subsequently adjusted to the proposed grade. The unit price shall include full compensation for all labor, materials, tools and equipment and all incidental work necessary to complete the work under these items in accordance with the plans, as directed by the Engineer and as specified herein.

Method of Construction (Continued)

(r) Under **Item 10.3** the Contractor will be paid the contract unit price for **each\*** pre-existing water main or utility gate box, of any type (exclusive of Service Boxes), that is removed and subsequently adjusted to the proposed grade. The unit price shall include full compensation for all labor, materials, tools and equipment and all incidental work necessary to complete the work under these items in accordance with the plans, as directed by the Engineer and as specified herein.

(s) Four inch (4”) Bituminous concrete binder used for patching around the casting shall be paid for under **Item 5**.

**END OF ALTERNATE 1 and END OF SPECIAL PROVISIONS**

**Drawing (one page) must be obtained through the  
Purchasing Dept.  
(call for availability 617-796-1220)**